TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1908.

No. 542.

THE CUYAHOGA RIVER POWER COMPANY, PLAINTIFF IN ERROR,

vs.

THE NORTHERN REALTY COMPANY AND THE NORTHERN OHIO TRACTION & LIGHT COMPANY.

IN ERROR TO THE COURT OF APPEALS, EIGHTH DISTRICT OF CUYAHOGA COUNTY, STATE OF OHIO.

FILED SEPTEMBER 3, 1908.

(25,078)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1916.

No. 342.

THE CUYAHOGA RIVER POWER COMPANY, PLAINTIFF IN ERROR,

vs.

THE NORTHERN REALTY COMPANY AND THE NORTHERN OHIO TRACTION & LIGHT COMPANY.

IN ERROR TO THE COURT OF APPEALS, EIGHTH DISTRICT, OF THE STATE OF OHIO.

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1 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

TRANSCRIPT FROM PROBATE COURT.

THE STATE OF OHIO,
Summit County, ss:

In the Probate Court.

Docket and Journal Entries.

No. 4298.

THE CUYAHOGA RIVER POWER COMPANY
vs.
THE NORTHERN REALTY COMPANY.

Appropriation of Real Property.

Jan. 20, 1911, Petition and præcipe filed at 4.08 P. M. and summons issued to Sheriff; hearing Feb. 3, 1911, at 10 A. M. J. 45, p. 394.

Jan. 23, 1911, Summons returned by Sheriff served.

Feb. 3, 1911, Motion of The Northern Realty Company to have service of summons set aside filed. J. 45 p. 440.

Feb. 8, 1911, Motion of Sheriff to amend his return made upon the summons filed; hearing had and Sheriff granted leave to file amended return, which he does accordingly and hearing continued to Feb. 23, 1911, at 10 A. M. J. 45 p. 455.

Feb. 23, 1911, Motion of defendant to dismiss this action filed, and hearing continued to March 7, 1911, at 10 A. M. J. 45 p. 501.

Mar. 7, 1911, hearing continued. J. 45 p. 537.

Mar. 31, 1911, Depositions taken before Wellington J. Griffith, Notary Public, Seneca Co., Ohio, received and filed, and opened upon request of N. O. Mather, Atty. for defendant.

2 May 10, 1911, Motion of defendant to have plaintiff give security for costs filed. J. 46, p. 106.

May 11, 1911, Motion of defendant filed February 23, 1911, to have petition dismissed overruled; to which finding and order said defendant excepts; and oral motion of plaintiff to dismiss petition, for the reason that the description of the real estate described in the petition is not specific, sustained and petition dismissed; to which finding and order plaintiff excepts. J. 46, p. 108.

3 FRIDAY, January 20, 1911.

Journal 45, Page 394.

Petition for the Appropriation of Real Property.

This day at 4:08 P. M., o'clock came The Cuyahoga River Power Company and presented its petition in this court against The Northern Realty Company, defendant, praying for the appropriation of certain real estate of defendant described in said petition; which petition being duly verified by oath is placed on file.

And, in accordance with the precipe attached to said petition, our summons is now issued to the Sheriff of said County for said defendant, notifying it of the filing and prayer of said petition, and that the same will be heard in this court on Feb. 3rd, 1911, at ten o'clock A. M. (J. E. Furnished.)

O. E. LYTLE, *Judge.*

FRIDAY, February 3, 1911.

Journal 45, Page 440.

Proceedings for the Appropriation of Real Property.

This day The Northern Realty Company filed its motion in this court to have the Sheriff's return of service of summons herein set aside. And it is ordered that this matter be continued.

O. E. LYTLE, *Judge.*

4 WEDNESDAY, February 8, 1911.

Journal 45, Page 455.

Proceedings for the Appropriation of Real Property.

This cause came on to be heard upon the motion of the defendant to set aside the service of summons in the above entitled action, and thereupon the said Sheriff of Summit County, Ohio, moved the Court for leave to amend his said return according to the fact, whereupon the Court grants leave to said Sheriff to amend said return. Thereupon said Sheriff made return upon said summons as follows, to-wit:

"THE STATE OF OHIO,
Summit County, ss:

Received this writ January 21, A. D. 1911, at 8:00 o'clock A. M., and pursuant to its command, on January 21, 1911, I served the within writ by delivering a true copy thereof, with all endorsements thereon, to Will Christy, President of the Northern Realty Company, at his office in the Hamilton Building, in the City of Akron, Summit County, Ohio."

To all of which order and judgment of the Court defendant, The Northern Realty Company, here and now excepts.

And it is ordered that the hearing on the preliminary questions involved herein be continued to February 23, 1911, at ten o'clock A. M. (J. E. Furnished.)

O. E. LYTLE, *Judge.*

5

THURSDAY, February 23, 1911.

Journal 45, Page 501.

Proceedings for the Appropriation of Real Property.

This day the defendant, The Northern Realty Company, filed its motion in this court to have this case dismissed. It is therefore by the Court ordered that the hearing on the preliminary questions involved herein be continued to March 7, 1911, at ten o'clock A. M.

O. E. LYTLE, *Judge.*

TUESDAY, March 7, 1911.

Journal 45, Page 537.

Proceedings for the Appropriation of Real Property.

It is now by the Court ordered that this matter be continued.

O. E. LYTLE, *Judge.*

WEDNESDAY, May 10, 1911.

Journal 46, Page 106.

Proceedings for the Appropriation of Real Property.

This day the defendant, The Northern Realty Company, filed its motion in this court to have the plaintiff give security for costs in this case.

O. E. LYTLE, *Judge.*

6

THURSDAY, May 11, 1911.

Journal 46, Page 108.

Proceedings for the Appropriation of Real Property.

This cause coming on to be heard on the motion of the Defendant filed in this cause on the 23rd of February, 1911, to dismiss this action and strike Plaintiff's petition from the files, to the consideration of which motion the Plaintiff objected; and it appearing to the Court that, after the filing of the motion, but before the disposition thereof hereinafter made, the former action referred to in said motion

was dismissed by the Plaintiff therein, it is adjudged and ordered that said motion be and the same is hereby overruled, to which judgment and ruling of the Court the Defendant here and now excepts. (J. E. Furnished.)

O. E. LYTLE, *Judge.*

Proceedings for the Appropriation of Real Property.

This cause came on for hearing, and, thereupon, the Defendant, The Northern Realty Company, moved to dismiss the petition of the Plaintiff herein for the reason that said petition does not contain a specific description of the property sought to be appropriated in this action, and that said description of the property so sought to be appropriated by the Plaintiff, is uncertain and indefinite.

Whereupon, said motion was argued by counsel, and submitted to the Court; and the Court, upon consideration, sustains the same and dismisses the Plaintiff's petition, to which order, judgment, and ruling of the Court the Plaintiff excepts.

It is hereby ordered and adjudged that the plaintiff pay the costs herein, taxed at $—, to which order and judgment the
7 Plaintiff excepts. (J. E. Furnished.)

O. E. LYTLE, *Judge.*

(Duly certified.)

8 "EXHIBIT A."

In the Probate Court of Summit County, Ohio.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY, Defendant.

Petition.

Jan'y 20, 1911.

Plaintiff says it is a corporation and was duly organized and incorporated under and in pursuance of the laws of the State of Ohio, under the corporate name of The Big Cuyahoga Light, Heat & Power Company. That afterwards, but due process of law, its corporate name was changed to The Cuyahoga River Power Company. Plaintiff says that the Defendant is a corporation duly organized under the laws of the State of Ohio, whose chief place of business is Akron, Summit County, Ohio.

Plaintiff says that by the terms of its charter it is authorized and empowered to acquire, erect, build, maintain and operate a system of dams in the Big Cuyahoga river in the State of Ohio, to raise and maintain a head of water; to construct and maintain canals, locks, and raceways; to regulate and carry said head of water to its plants or power houses where electricity is to be generated; to erect and maintain a line of poles whereon to attach or string wires or cables to

carry and transmit electricity; to acquire, produce, manufacture, generate, and sell electricity for light, heat, power and other purposes; to acquire, hold and sell franchises and privileges, and supply the same to municipal corporations; to acquire by condemnation, lease, purchase, or otherwise, and to possess, hold, and sell such real estate and personal property as may be necessary for the proper conduct of said business, and to do any and all other things necessary and incident to any of its said purposes.

That said system of dams, poles, lines and power stations, canals, locks, and raceways, which this company proposes to construct, maintain, and operate, commences at the confluence of the Big and Little Cuyahoga rivers in Summit County, Ohio, and extends along the said Big Cuyahoga river through Summit County to the point of intersection of said river with the county line between Summit and Portage counties.

That this Plaintiff corporation has the right to construct said system of dams and a line of poles whereon to string wires or cables, for the purpose of conveying electricity between its different power stations and property situate along the said river, and also all necessary power houses and stations required by it to generate electricity in, through, and upon such public and private property along its said right of way as it may require.

Plaintiff says that it is ready, and will immediately begin, the construction of its dams, pole lines, and power houses, canals, locks and raceways in and along said river between the terminal points of its right of way as hereinbefore designated.

Plaintiff says further that the said Big Cuyahoga river, between the points named herein, and between which it has the right to construct dams, power houses, and other structures for its purposes, is not navigable for boats or other craft.

Plaintiff says that it is necessary, and that it so deems it necessary, in order to carry out the objects and purposes of this corporation, that it shall appropriate, and it intends ao appropriate, as a part of its right of way for the construction, maintenance, and operation of its said system of dams, pole lines, and power houses, canals, locks and raceways, and for the purpose of constructing, maintaining, and operating thereon a dam or dams across said river which will raise the water in the channel thereof on the lands hereafter described, and also a line of poles thereon along the banks of said river, whereon to string wires or cables to convey electricity, and such power houses and other necessary structures as may be required to carry out the purposes of its charter, the following described real estate, to-wit:

Being the following described property: Situated in Summit County, Ohio, and beginning at the point in the intersection of the center of the Cuyahoga river and the north and south township line between Portage Township and Cuyahoga Falls Township; thence north 0 degrees 30′ east 100 feet; thence easterly and southeasterly along the northerly bank of said Cuyahoga river 100 feet distant from the center line of said river, following the meandering of same, to a point on the line between the property of said The Northern

Realty Company and the property of the A. B. & C. R. R. Company, said point being 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence south 1 degree 20′ west along said line between the property of The Northern Realty Company and the property of the A. B. & C. R. R. Company; to the southwest corner of the property of the said A. B. & C. R. R. Company; thence south 88 degrees along the south line of the property of the A. B. & C. R. R. Company, said line being the dividing line between the property of the A. B. & C. R. R. Company and the property of The Northern Realty Company, to a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence southeasterly and northeasterly along the northerly bank of the Cuyahoga river 100 feet distant from the center line thereof, and following the meanderings of same, to a point on a line of the land of said The Northern Realty Company, said line being an extension northerly of the east line of Tract No. 3, Portage Township, Summit County, Ohio, and also being 100 feet distant from the center of the Cuyahoga river measured at
11 right angles with same; thence northerly along said line to a stone pipe; thence northerly along the high bank of the Cuyahoga river and one rod westerly of same the following courses and distances; north 34 degrees 35′ east 264 feet; thence north 27 degrees 35′ east 286.44 feet; thence north 2 degrees 30′ west 116.16 feet; thence north 24 degrees 10′ west 138 feet; thence north 8 degrees 40′ east 107.6 feet; thence north 19 degrees 31′ east 108.24 feet; thence north 36 degrees 40′ east 168.3 feet; thence north 53 degrees 40′ east 454.7 feet; thence north 35 degrees east 280.7 feet to the northeast corner of the lot owned by Tom Patterson; thence northerly following along the westerly bank of said Cuyahoga river to the southeast corner of the property formerly belonging to The Falls Rivet & Machine Company; thence along the line between the land formerly belonging to The Falls Rivet & Machine Company and the property of The Northern Realty Company to a point on the westerly bank of said river, where said boundary line crosses said river; thence south 75 degrees east 157 feet along the line between the property formerly belonging to The Falls Rivet & Machine Company and the lands of said The Northern Realty Company to a point on the top of the bank on the easterly side of said Cuyahoga river; thence south 23 degrees west 118.80 feet along the top of said east bank; thence south 63 degrees east 52 feet to the west line of Water Street where an iron grate bar is set; thence south 22 degrees 30′ west 660 feet along the west line of Water Street to an iron pin; thence south 17 degrees 30′ west 663.34 feet along the west side of Water Street to an iron pin; thence north 63 degrees 37′ west 128.4 feet along north line of land formerly belonging to C. S. Sill to an iron pipe; thence south 31 degrees 30′ west 317.46 feet along the west line of same land to an iron pipe; thence south 41 degrees 30′ west 341.88 feet along the west line of said Sill's land to an iron pin; thence southerly and westerly along the southerly bank of said Cuyahoga river and approximately 100 feet distant from the center line of said river, following the

meanderings of same to a point on the north and south town-
12 ship line between Portage Township and Cuyahoga Falls Township; thence north 0 degrees 30′ east along said township line 100 feet to the place of beginning. Contains 40 acres more or less, with all the privileges, easements, rights, and appurtenances thereunto belonging.

Also the following described real estate, to-wit: Situated in Summit County, Ohio, and beginning at an iron pin at the southwest corner of said the A. B. & C. R. R. Company's land, said pin being on an island in the Cuyahoga river; thence north 1 degree 20′ east along said Railroad Company's west line to a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence southeasterly to the south line of said Railroad Company's property at a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence along the south line of said Railroad Company's land to the place of beginning. Contains 0.3 acres more or less, with all the privileges, easements, rights and appurtenances thereunto belonging, all of the above property being in the Township of Cuyahoga Falls.

The above described property is owned or claimed to be owned by the Defendant, The Northern Realty Company.

That said Plaintiff intends to construct, maintain, operate a system of dams, poles, lines, power stations, power canals, locks and raceways upon the property herein sought to be appropriated. That said Plaintiff deems it necessary to appropriate the lands of the Defendant described herein for the purposes and uses of a common carrier of water, electricity, light, heat and power, to be transported and sold to the public, and that said land is necessary for its use in carrying on its proposed business with and service to the public.

Plaintiff says that it is unable to agree with the owner of the above described real estate as to the compensation to be paid it for said property.

13 & 14 Wherefore, Plaintiff asks that such steps may be taken as are authorized by law whereby Plaintiff will be enabled to appropriate the above described real estate for its uses, objects and purposes above set forth; that it may have a decree authorizing it to so appropriate said property and for such other and further relief as, in the nature of the case, it may be entitled.

THE CUYAHOGA RIVER POWER COMPANY,
By WILLIS BACON, *Its Attorney.*

15 [Endorsed:] Doc. 4-P. 374. Case No. 4298, Probate Court. The Cuyahoga River Power Co., Plaintiff, vs. The Northern Realty Co. Defendant. Petition. Summit Co. Probate Court. O. E. Lytle, Probate Judge. Filed Jan. 20 1911, at 4:08 p. m. Willis Bacon, Attorney for Plaintiff. Feb. 3, 1911, 10 a. m. Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

16 "EXHIBIT B."

STATE OF OHIO,
Summit County, ss:

In the Probate Court.

Feb'y 3, 1911.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY, Defendant.

Motion.

The defendant appearing solely for the purpose of this motion and not intending thereby to enter its appearance herein, moves that the Sheriff's return of service of summons be set aside for the reason that the same is not in compliance with the law.

ROGERS & ROWLEY AND
GRANT, SIEBER & MATHER,
Att'ys for The Northern Realty Co.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

17 [Endorsed:] 4-4298-374. State of Ohio, Summit County. In the Probate Court. The Cuyahoga River Power Co., Plaintiff, vs. The Northern Realty Co., Defendant. Motion. Summit Co. Probate Court. O. E. Lytle, Probate Judge. Filed Feb. 3, 1911. Grant, Sieber & Mather, Attorneys and Counsellors, Dobson Building, Akron, Ohio. Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

18 "EXHIBIT C."

In the Probate Court.

Feb'y 8, 1911.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY, Defendant.

Motion.

And now comes the undersigned sherriff of Summit County, Ohio and moves the Court for leave to amend his return upon the summons, issued in the above entitled cause, according to the fact.

DAVID R. FERGUSSON,
Sherriff of Summit County, Ohio.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

[Endorsed:] 4-4298-374. State of Ohio, Summit County. In the Probate Court. The Cuyahoga River Power —, Plaintiff, vs. The Northern Realty Co., Defendant. Motion. Summit Co. Probate Court. O. E. Lytle, Probate Judge. Filed Feb. 8, 1911.

19 "EXHIBIT D."

In the Probate Court.

Feb. 23, 1911.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY, Defendant.

Motion.

Now comes the defendant and moves that the court dismiss this action and strike plaintiff's petition from the files, for the reason that there is pending in this court an action or proceeding for the condemnation and appropriation of identically the same premises as plaintiff seeks to condemn and appropriate in this action, and that said action or proceeding to appropriate and condemn said premises was brought long prior to the commencement of plaintiff's action or proceeding herein and was pending in this court at the time the petition in the above entitled proceeding was filed, and that this court cannot rightfully entertain jurisdiction in this cause.

ROGERS & ROWLEY AND
GRANT, SIEBER & MATHER,
Attorneys for The Northern Realty Company.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

20 [Endorsed:] 4-4298-374. State of Ohio, Summit County. In the Probate Court. The Cuyahoga River Power Co., Plaintiff, vs. The Northern Realty Co., Defendant. Motion. Summit Co. Probate Court. O. E. Lytle, Probate Judge. Filed Feb. 23, 1911. Grant, Sieber & Mather, Attorneys and Counsellors, Dobson Building, Akron, Ohio. Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

21 "EXHIBIT E."

In the Probate Court.

May 10, 1911.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY, Defendant.

Motion.

Defendant moves that plaintiff be required to give security for costs for the following reasons, to wit: that plaintiff was a non-resident of this county at the beginning of this action and is now a non-resident of said county.

GRANT, SIEBER & MATHER,
Attorneys for Defendant.

Filed Feb. 4, 1915. Supreme Court of Ohio, Frank E. McKean, Clerk.

22 [Endorsed:] 4-4298-374. The State of Ohio, Summit County. In the Probate Court. The Cuyahoga River Power Co., Plaintiff, vs. The Northern Realty Co., Defendant. Motion. Summit Co. Probate Court. O. E. Lytle, Probate Judge. Filed May 10, 1911. Grant, Sieber & Mather, Attorneys and Counsellors, Dobson Building, Akron, Ohio. Filed Feb. 4, 1915. Supreme Court of Ohio, Frank E. McKean, Clerk.

23 [Endorsed:] C. C. 992/16979. Probate Court, Summit County, Ohio. The Cuyahoga River Power Co., Pl'ff, vs. The Northern Realty Co., Def't. Transcript of Docket and Journal Entries. Circuit Court. Filed Sep. 28, 1911. Summit Co. C. D. Grumb, Clerk. Court of Common Pleas, Summit Co. C. D. Grumb, Clerk. Filed May 13, 1911. Willis Bacon, Tiffin, O. D. C. Westenhouse, Garfield Bldg., Cleveland, O. O. E. Lytle, Probate Judge. 13444. Filed Feb. 14, 1912. Supreme Court of Ohio. Frank E. McKean, Clerk. Filed May 15, 1914. Court of Appeals, Summit County, Ohio. Bert C. Garman, Clerk. Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

24 Court of Common Pleas of Summit County.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

Petition in Error.

(Filed May 12, 1911.)

The Plaintiff in Error, The Cuyahoga River Power Company says that by the consideration of the Probate Court of Summit County and on the 11th day of May, 1911, the said The Northern Realty Company recovered a final judgment against the said Plaintiff in Error and in favor of said Defendant in Error in an action then pending in said Probate Court, in which the said Plaintiff in Error was Plaintiff and this Defendant in Error was Defendant.

A complete transcript of all the docket and Journal Entries in said Probate Court together with all the papers and pleadings in said case are filed herewith and made a part hereof.

There is error in the record proceedings and judgment of said Probate Court affecting the substantial rights of this Plaintiff in Error, in this, to-wit:

First. The Probate Court erred in sustaining the motion of the Defendant to dismiss the Plaintiff's Petition.

Second. Said Probate Court erred in dismissing Plaintiff's Petition filed therein.

Third. Said Probate Court erred in rendering judgment against this Plaintiff in Error.

Fourth. Upon the undisputed facts in said cause the judgment of said Probate Court should have been for this Plaintiff in Error instead of for Defendant in Error.

25 Fifth. There are other errors manifest upon the face of the record.

To all of which finding judgment, proceedings and errors of said Probate Court, this Plaintiff in Error duly excepted.

Wherefore, this Plaintiff in Error prays that said judgment of said Probate Court may be reversed and set aside and that this Plaintiff in Error may be restored to all things lost by reason thereof.

D. C. WESTENHAVER,
WILLIS BACON,
Attorneys for The Cuyahoga River Power Company.

(Precipe Omitted.)

26 [Endorsed:] C. C. 992. 16,979. Common Pleas Court, Summit County, Ohio. The Cuyahoga River Power Company, Plaintiff in Error, vs. The Northern Realty Company, Defendant in Error. Petition in Error, D. C. Westenhaver, Willis Bacon, Attorneys for Plaintiff in Error. Court of Common Pleas,

Summit Co. Filed May 12, 1911. C. D. Crumb, Clerk. Circuit Court, Summit Co. Filed Sep. 28, 1911. C. D. Crumb, Clerk. Supreme Court of Ohio. 13,444. Filed Feb. 14, 1912. Frank E. McKean, Clerk. Court of Appeals, Summit County, Ohio. Filed May 15, 1914. Bert C. Garman, Clerk. Supreme Court of Ohio. Filed Feb. 4, 1915. Frank E. McKean, Clerk.

27 & 28 Common Pleas.

Supreme Court of Ohio. Filed Feb. 4, 1915. Frank E. McKean, Clerk.

May 12", 1911. Petition in error, and precipe, filed. Summons in error issued to Sheriff Fergusson.

May 13", 1911. Transcript from Probate Court, filed.

May 19", 1911. Summons in error returned endorsed "Received this writ May 13", 1911, at 4 o'clock P. M. and pursuant to its command on May 18", 1911, I personally delivered a true and certified copy of this writ to Will Christy, president of The Northern Realty Company. David R. Fergusson, Sheriff. By F. M. Jewell, Deputy.

September 18", A. D. 1911. April Term. It is ordered by the Court here that this cause be and the same hereby is continued to the next term of this Court.

September 27", A. D. 1911. September Term. Be it remembered that on the 27" day of September, A. D. 1911, being a day in the September term A. D. 1911 of this Court, the said parties appeared by their attorneys, and this cause came on to be heard upon the petition in error of the said The Cuyahoga River Power Company, plaintiff in error, herein, together with the original papers and pleadings and a duly certified transcript of the orders and judgment of the Probate Court of Summit County, Ohio, filed therewith in the said Court of Common Pleas wherein plaintiff in error was plaintiff and defendant in error was defendant, mentioned and referred to in said petition in error, and was argued by counsel: Upon consideration whereof the Court find- that there is no error manifest upon the face of the record in said orders and judgment of said Court of Common Pleas.

It is thereupon considered, ordered and adjudged by the Court that the judgment and proceedings of the said Probate Court in said cause in favor of said defendant in error and against said plaintiff in error be, and the same are hereby in all things affirmed; there being, however, in the opinion of the Court, reasonable ground for this proceeding in error.

It is further considered and ordered, that the plaintiff in error pay the costs of this proceeding in error, taxed at $— and in default thereof that execution issue therefor.

To all of which orders, judgment and decrees plaintiff in error excepted and here and now excepts. J1.60—

(Duly Certified.)

29 [Endorsed:] County of Summit, State of Ohio. No. 992. The Cuyahoga River Power Co. against The Northern Realty Co. Bacon & Westenhaven, Plaintiff's Attorneys. Rogers & Rowley, Defendant's Attorneys. Circuit Court, Summit Co. Filed Sep. 28, 1911. C. D. Crumb, Clerk. Supreme Court of Ohio. 13,444. Filed Feb. 14, 1912. Frank E. McKean, Clerk. Court of Appeals, Summit County, Ohio. Filed May 15, 1914. Bert C. Garman, Clerk. Supreme Court of Ohio. Filed Feb 4, 1915. Frank E. McKean, Clerk.

30 Circuit Court of Summit County.

Supreme Court of Ohio. Filed Feb. 4, 1915. Frank E. McKean, Clerk.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff in Error,
vs.
THE NORTHERN REALTY COMPANY, Defendant in Error.

Petition in Error.

(Filed Sept. 28, 1911.)

The Plaintiff in Error, The Cuyahoga River Power Company says that by the consideration of the Probate Court of Summit County and on the 11th day of May, 1911, the said The Northern Realty Company recovered a final judgment against the said Plaintiff in Error and in favor of said Defendant in Error in an action then pending in said Probate Court, in which the said Plaintiff in Error was Plaintiff and this Defendant in Error was Defendant.

A complete transcript of all the docket and Journal Entries in said Probate Court together with all the papers and pleadings in said case are filed herewith and made a part hereof.

The Plaintiff says further that by the consideration of The Common P-eas Court of Summit County, Ohio, and at the September term, 1911, thereof, the said The Northern Realty Company recovered a final judgment against this Plaintiff in Error, in this case wherein, this plaintiff in Error was Plaintiff in Error and Defendant in Error was Defendant in Error.

That a complete transcript of all the docket and Journal Entries in said Common Pleas Court together with all the papers and pleadings in said case are filed herewith and made a part hereof.

31 & 32 There is error in the record proceedings and judgment of said Probate Court and said Common Pleas Court affecting the substantial rights of this Plaintiff in Error, in this, to-wit:

First. The Probate Court erred in sustaining the motion of the Defendant to dismiss the Plaintiff's Petition.

Second. Said Probate Court erred in dismissing Plaintiff's Petition filed therein.

Third. Said Probate Court erred in rendering judgment against this Plaintiff in Error.

Fourth. Upon the undisputed facts in said cause the judgment of said Probate Court and said Common Pleas Court should have been for this Plaintiff in Error instead of for Defendant in Error.

Fifth. That said Common Pleas Court erred in sustaining the judgment of the said Probate Court wherein it dismissed Plaintiff's Petition and rendered final judgment against Plaintiff in Error.

Sixth. Said Common Pleas Court erred in rendering judgment against this Plaintiff in Error, and dismissing Plaintiff's Petition in Error, filed in said Common Pleas Court.

Seventh. There are other errors manifest upon the face of the record.

To all of which findings judgments proceedings and errors of said Probate Court and Court of Common Pleas, this Plaintiff in Error duly excepted.

Wherefore, this Plaintiff in Error prays that said Judgment of said Probate Court and said Common Pleas Court may be reversed and set aside and that this Plaintiff in Error may be restored to all things lost by reason thereof.

D. C. WESTENHAVER,
WILLIS BACON,
Attorneys for The Cuyahoga River Power Company.

(Precipe Omitted.)

33 [Endorsed:] 992. Circuit Court, Summit County, O. The Cuyahoga River Power Co., Pl. in Error, vs. The Northern Realty Co., Def't in Error. Petition in Error. D. C. Westenhaver, Willis Bacon, Pl'ff's Att'ys. Circuit Court, Summit Co. Filed Sep. 28, 1911. C. D. Crumb, Clerk. Supreme Court of Ohio. 13,444. Filed Feb. 14, 1912. Frank E. McKean, Clerk. Court of Appeals, Summit County, Ohio. Filed May 15, 1914. Bert C. Garman, Clerk. Supreme Court of Ohio. Filed Feb. 4, 1915. Frank E. McKean, Clerk.

34 *Mandate from the Circuit Court.*

(Sec. 239.)

In Circuit Court.

THE STATE OF OHIO,
Summit County, ss:

At a term of the Circuit Court, within and for the County of Summit, in the State of Ohio began and held before Hon. U. L. Marvin,

Hon. L. H. Winch, Hon. F. A. Henry, presiding judges at Akron, Ohio, on the 2nd day of October A. D. 1911, among other proceedings then and there had by and before said Court, as appears by its journal, were the following, viz:

No. 992.

THE CUYAHOGA RIVER POWER COMPANY
vs.
THE NORTHERN REALTY COMPANY.

This cause came on to be heard on the petition in error, the original pleadings, and a transcript of the docket and journal entries of the proceedings therein in the Probate and Common Pleas Courts, and was argued by counsel, and this Court upon consideration thereof finds that there is error in the judgment of the Common Pleas Court from which error proceedings were prosecuted to this Court in the following respect, to wit: The Common Pleas Court erred in not reversing the judgment of dismissal entered in this cause by the Probate Court and affirming the same.

It is, thereupon, adjudged and ordered by this Court that the judgment of the Court of Common Pleas be and the same is hereby reversed, annulled and set aside, and also that the judgment of the Probate Court be also reversed, annulled and set aside, and that this cause be remanded to the Common Pleas Court for further proceedings herein in conformity to the law and this judgment, and that the plaintiff recover of the defendant its costs in this proceeding expended in this Court and in the Court of Common Pleas.

Judgment is rendered for said costs. A mandate is awarded to carry this judgment into execution.

The defendant in error excepts to the finding and judgment of this Court.

35 Ordered that a special Mandate be sent to the Court of Common Pleas of said County to carry this judgment into execution.

Ordered that a copy of this entry be certified to the Clerk of the Court of Common Pleas of said County for entry, etc.

I, C. D. Crumb, Clerk of the Circuit Court of Ohio, within and for Summit County, do hereby certify that the foregoing entry is truly taken and correctly copied from the Journal of said Court.

Witness my hand and the seal of said Court, this 27th day of October, A. D. 1911.

C. D. CRUMB,
Clerk Circuit Court.
By —— ——, *Deputy.*

[Endorsed:] No. 992, C. C. No. —, C. P. Circuit Court of Ohio, in and for Summit County. The Cuyahoga River Power Co. vs. The Northern Realty Co. Mandate. Filed Supreme Court of Ohio, Feb. 14, 1912. Frank E. McKean, clerk. 13444. Filed Court of Appeals, Summit County, Ohio, May 15, 1914. Bert C. Garman, clerk. Filed Supreme Court of Ohio, Feb. 4, 1915. Frank E. McKean, clerk.

36 Filed Supreme Court of Ohio, Feb. 4, 1915. Frank E. Mc Kean, Clerk.

14803, No. 16979, 14803.

Docket —, Page —.

THE CUYAHOGA RIVER POWER CO.
vs.
THE NORTHERN REALTY CO. et al.

Bill of Exceptions.

Date of the Overruling or Decision May 1st, 1914.
Exceptions Filed with Clerk of Trial Court May 11, 1914.
BERT C. GARMAN, *Clerk,*
By FRED J. MILLER, *Deputy.*

(Must be within Forty days after the overruling or decision.)
Notice of Filing mailed to Rowley, Mather & Eagleson, May 11, 1914.
(By the Clerk to adverse party or his attorney, Forthwith after Filing.)

I, as adverse party to this bill of exceptions, hereby consent to immediate transmission of the same to the Trial Judge.
THE NORTHERN REALTY COMPANY,
By ROWLEY, MATHER & EAGLESON,
Its Attorneys.

Court of Common Pleas, Summit Co. Filed May 11, 1914. Bert C. Garman, clerk.
Transmitted to Trial Judge W. J. Ahern, Jr., May 20, 1914.
(Must be either 1, On Expiration of time for filing objections or amendments, or within Five Days thereafter; Or 2, Immediately of filing of the bill if the consent of the adverse party be indorsed as above indicated.)
W. J. AHERN, JR.,
Trial Judge.

Received May 20, 1914.
Corrected and Allowed this 21st day of May, 191-.
W. J. AHERN, JR.,
Trial Judge.

Transmitted back to Clerk, 5/21, 1914.
W. J. AHERN, JR.,
Trial Judge.

Received again by Clerk Bert C. Garman, May 21, 1914.

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No. 16979.

THE CUYAHOGA RIVER POWER COMPANY
vs.
THE NORTHERN REALTY COMPANY.

Index.

Plaintiff's Witnesses:

	D.	C.	Red.	Rec.		
Louis Englander	10	13	21			
W. R. Kimball	40	44	48	48	49	50
Willis Bacon	50	55	62	66		
R. F. Palmer	67	69				
Willis Bacon	none	70				

Plaintiff Rests, page 73.

Defendant's Witnesses:

Fred S. Borton	74	78	83	84
C. F. Moore	85	98	106	
Charles Currie	106	112	...	
E. D. Eckrode	115	120	...	
Charles H. Lahr	121	126	131	
W. H. Roberts	132	148	149	149
Charles H. Lahr	152	168	...	
N. O. Mother	173	177	...	

Plaintiff's exceptions, pages: 17, 20, 66, 76, 83, 85, 89, 110, 118, 119, 120, 124, 125, 133, 134, 136, 137, 138, 141, 145, 174, 175, 178.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

			Attached at page
Plaintiff's Exhibit		A	cover
"	"	B	cover
"	"	C	cover
"	"	C pg. 3	24
"	"	C pg. 5	27
"	"	C pg. 8	28
"	"	C pg. 12	29
"	"	C pg. 13	30
"	"	C pg. 14	33
"	"	C pg. 15	34
"	"	5	cover
"	"	6	cover
"	"	18	cover
"	"	18 pg. 29	31
"	"	18 pg. 14	36
"	"	18 pg. 33	39
"	"	19	cover
"	"	19–a	cover
"	"	20	cover
"	"	21	cover
"	"	22	cover

Plaintiff's Depositions of Daniel R. Bacon, et al., together with Plaintiff's Exhibits one and two thereto attached, are attached to cover.

			Attached at page
Defendant's Exhibit		A	454–456
"	"	B–1	458–461
"	"	B–2	"
"	"	B–3	"
"	"	C	402–408
"	"	D	402–408
"	"	E	409–430
"	"	F	88
"	"	G	92
"	"	H pg. 161	94
"	"	H pg. 183	95
"	"	J	cover
"	"	K	204–207
"	"	L	246–254
"	"	O	154
"	"	P	157
"	"	Q	160
"	"	R	164
"	"	S	withdrawn
"	"	T–1 to T–15	439–453
"	"	U	read in.
"	"	V	none
"	"	W	read in.
"	"	X	240–245
"	"	Y	433–437

THIS PAGE B
VERTICAL IN

BOUND BOOK

Defendant's Exhibit Deed, Millbank to Everett, 179–191.
" " Deed, Everett to N. O. Realty Co., 192–203.
" " Petition, 208–239.
" " Deed, Nor. Ohio Realty Co. to Northern Ohio Power Company, 255–267.
" " Deed, N. O. Power Co. to N. O. T. Co., 268–321.
" " Deed, N. O. T. Co. to N. O. T. & L. Co., 322–401.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

39 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

THE STATE OF OHIO,
Summit County, ss:

In the Court of Common Pleas.

No. 16979.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY et al., Defendant.

Transcript of Proceedings.

Appearances:

John Frank, Esq., Willis T. Bacon, Esq., and Honorable W. Z. Davis, Louis Englander, Esq., Counsel for Plaintiff.
N. O. Mather, Esq., and Roy Nesbit, Esq., Counsel for Defendant.

Be it remembered that this cause came on to be heard in the Court of Common Pleas of Summit County, State of Ohio, on this 20th day of March, A. D. 1914, being one of the days in the January A. D. 1914, Term of said Court, before the Honorable William J. Ahern, Jr., a Judge of said Court, and the following proceedings were had, towit:

Counsel for Plaintiff and Counsel for Defendant each made an opening statement of the case to the court, and counsel for defendant during said statement made the following statement—

Mr. Mather: Our defense is that this property is owned by The Northern Ohio Traction and Light Company, a public service corporation, and that the use which plaintiff seeks to make is entirely destructive of, and inconsistent with, the use for which it
40 is required, and for which it has been developed, and is now being utilized by the owner. I think that's all I care to say at this stage.

Mr. Frank: I take it that the Northern Ohio Traction and Light Company has been made a party to the case.

Mr. Mather: I left the journal entry with the Clerk, but it has not been approved. We want that journal entry approved now, either by the Court or Counsel. The calander entry is on.

Mr. Frank: I offer in evidence, the Secretary of State's certified copy of the articles of incorporation of The Big Cuyahoga Light, Heat and Power Company, marked Plaintiff's Exhibit A.

I take it, Mr. Mather, from your statement of your defense, that it is perhaps unnecessary to read these articles of incorporation.

Mr. Mather: I don't care to have them read.

Mr. Frank: It's the Secretary of State's certified copy of the articles of incorporation of The Big Cuyahoga Light Heat and Power

COPY BOUND CLOS

ompany. When I come to the amendment I may care to read
e amendment so as to get the power defined.

I offer in the same connection, Plaintiff's Exhibit B, which is the Secretary of State's certificate of the subscription to the capital stock of The Big Cuyahoga River Power Company, where it is certified the books were opened to subscribers as quired by law, and that ten percent of the capital stock has been bscribed.

Mark this Plaintiff's Exhibit Five. It is the certificate of the ecretary of State to the change of name of the Big Cuyahoga River ight and Power Company, to The Cuyahoga River Power Company. "Resolved that the articles of incorporation of this company be, and they hereby are amended by changing the name of e Company from The Big Cuyahoga Light, Heat and Power Company, to the Cuyahoga River Power Company.

Mr. Mather: We took leave to file answers in this case, but none ave been filed. The statutes seem to make no provision for it, and e courts seem to have held that it is an irregular practice. We aven't seen fit to file answers.

Mr. Frank: The original name was The Big Cuyahoga Light eat and Power Company, and the name has been changed to The uyahoga River Light Heat and Power Company.

The Court: When was that change made?

Mr. Frank: November 12, 1908.

I offer in evidence Plaintiff's Exhibit Six, the Secretary of States rtified copy of an amendment to the articles of incorporation of The Cuyahoga River Power Company, in which the purpose clause of the company is modified, and that I desire to read. This was done under date of January 12, 1912.

Mr. Mather: We object. This suit was begun January 1911.

Mr. Frank: I will read the purpose clause in the original articles incorporation, Exhibit A.

"Third. Said corporation is formed for the purpose of acquirg, erecting, building, maintaining and operating dams in the Big uyahoga River, in the State of Ohio, to raise and maintain a head water; of constructing and maintaining canals, locks and raceays to regulate and carry said head of water to any plant power house where electricity is to be generated; of erectg and maintaining a line or lines of poles whereon to atch or string wires or cables to carry and transmit electricity; of quiring, producing, manufacturing, generating and selling ectricity for light, heat, power and other purposes; of acquiring, olding and selling franchises and privileges to supply the same to unicipal corporations; of acquiring by condemnation, lease, purase or otherwise, and of possessing, holding and selling such real tate and personal property as may be necessary or convenient for e proper conduct of said business, and of doing any and all other ings necessary and incident to any of said purposes.

"Said company's improvements are to begin at the confluence of e Big Cuyahoga River and the Little Cuyahoga River below the ity of Akron, Summit County, Ohio, and extend along said Big

E IN CENTER

Cuyahoga River through the county of Summit to a point where said Big Cuyahoga River crosses the line between Summit and Portage Counties."

43 Mr. Frank: Now I desire to read the purpose clause of the amendment.

Mr. Mather: When was this amended?

Mr. Frank: January 12, 1912.

Mr. Mather: We object to that.

The Court: You don't claim that any new purpose that they might be allowed by the Secretary of State to incorporate in their charter would affect it.

Mr. Frank: It might not be to use any greater or broader purpose, but it might be the amendment would restrict the powers originally granted. The original grant of powers together with the present grant are competent to be considered in determining the present power.

Mr. Mather: Defendant objects. I would suggest this objection would not need to be resolved at this time. It may go in as far as we are concerned, subject to exception, and be determined in final argument.

The Court: That's all right.

Mr. Frank: This is the amended purpose clause.

"Said Corporation is formed for the purpose of acquiring, erecting, building, maintaining and operating a dam or series of dams in the Cuyahoga River, Big Cuyahoga River, Tuscarawas River, Mud Brook, Brandywine & Tinkers Creek and the tributaries of each of them, being situated in Cuyahoga, Medina, Summit, Portage,

44 Stark, Geauga, Tuscarawas and adjacent counties in the State of Ohio; to raise and maintain a head of water; of constructing and maintaining canals, locks and raceways to regulate and carry said head of water to any plant or power house where electricity is generated; of using said water as power in generating and producting electricity; of constructing, erecting and maintaining tubes, pipes or conduits through which electricity may be carried and transmitted, and a line or lines of poles whereon to attach or string wires or cables to carry and transmit electricity; of acquiring, producing, manufacturing, generating, transmitting and selling electricity for light, heat, power and other purposes; of supplying and selling electricity to municipalities and other public agencies; of acquiring, holding and selling franchises and privileges to supply the same to municipal corporations; of acquiring by condemnation, lease, purchase or otherwise, and of possessing, holding and selling such real estate and personal property as may be necessary or convenient for the proper conduct of said business, and of doing any and all other things necessary and incident to any of said purposes. The improvement said Company will consutruct not to be located at a single place, will be for the purpose of transmitting and condu-ting electricity and will have it seastern terminus at or near the Village of Burton Station in Geauga County; its western terminus at or near the confluence of Tinkers Creek and the Cuyahoga River in Cuyahoga County, and

its southern terminus at or near Canal Dover in Tuscarawas County, and with its main line and branches will pass in or through the Counties of Cuyahoga, Summit, Medina, Portage, ark, Geauga and Tuscarawas, in said State."

Mr. Mather: What is the date of that changed purpose clause?
Mr. Frank: January 12, 1912.

Thereupon the Plaintiff, for the purpose of further maintaining the issues upon its part to be maintained, offered as a itness LOUIS ENGLANDER, who being duly sworn according to law, stified as follows:

Direct examination.

(By Mr. Frank:)

Q. Mr. Englander, your first name?
A. Louis Englander.
Q. Where do you reside?
A. Cleveland, Ohio.
Q. What is your business?
A. Attorney at Law.
Q. Are you connected in any way with The Cuyahoga River Power ompany?
A. I am now secretary and treasurer of that company.
Q. How long have you been secretary and treasurer of the company?
A. I have been treasurer ever since its organization. I don't recall ow many years I have been secretary.
Q. Continuously since the organization of the company?
A. Yes, sir.
Q. And were you such secretary on the 28th day of September, 1911, assuming that the company was then in existence?
A. I don't recall that I was secretary—I think I was—Yes, ever nce that time.
Q. I hand you—and as secretary of the company, what have you ad to do with the corporate records of the company?
A. I have charge of them.
Q. Have you made and kept the corporate records?
A. Yes, sir.
Q. I hand you a volume, which is marked, Plaintiff's Exhibit C, nd another volume, marked Plaintiff's Exhibit Eighteen, and ask ou to state whether or not those are the corporate records of the ompany?
A. They are.
Q. State whether or not the proceedings as recorded in those volmes are, or are not the proceedings of the incorporators and direcrs and stockholders of the company?

Mr. Mather: I object. There is nothing to show whether he transribed the records and knows.

The Court: Did you transcribe those Mr. Englander?

A. I see that I was mistaken. From the beginning I was not secretary of this company, from the beginning, of the company.

Mr. Frank:

Q. From what time, or when did you become secretary?

A. The records will show that better than my memory. I
48 was Secretary of the Cuyahoga River Power Company, but not of The Big Cuyahoga Light Heat and Power Company. I was elected secretary of the company, November 28th, 1908.

Q. November 28, 1908?

A. Yes, sir.

Q. And since then have you been secretary and treasurer continuously?

A. Yes, sir.

Q. At the time of becoming secretary of the company did that corporation record book come into your possession?

A. It did. I might further state it was practically in my possession at all times from the organization of the company because Mr. Dempsy and I were in the same office together, and we both prepared those records together, although they bore the signature of Mr. Dempsy, at the time he was secretary.

Q. Are you able to state whether or not the records contained in those volumes are the proceedings of the Cuyahoga River Power Company, and The Big Cuyahoga River Light Heat and Power Company?

A. I am.

Q. That is all—one more question——

A. They are the records.

Q. You were treasurer of the company from the beginning?

A. Yes, sir, from the beginning.

Q. Are you able to state whether or not in the organization
49 of that company, and prior to the election of a board of directors, any money was paid on account of subscriptions to capital stock?

A. Ten per cent was paid at the time of organization.

Cross-examination.

By Mr. Mather:

Q. Who paid the ten per cent you speak of?

A. It was paid to me by Mr. Siddle, a representative of the incorporators.

Mr. Mather: I object to the answer and ask that it be excluded.

The Court: Who paid it?

A. It was paid to me by Mr. Siddle, a representative of the incorporators.

Mr. Mather: You mean by that, Mr. Siddle paid it to you?

A. Handed certain check over to me.

Q. What checks?
A. One check was made to the order of Willis Bacon, and another check made to the order—I can't remember it that way, but it was made in such a way that I deposited it in the bank, endorsed by Mr. Siddle.
Q. Have you got the bank book?
A. That's in the records somewhere.
Q. Have you made a search for it?
A. I did, but I thought that went into the record. I have
50 a memoranda here that shows just how it was deposited.
Q. How much was paid you?
A. One Hundred Dollars.
Q. Have you been treasurer since then?
A. Yes, sir.
Q. Has any other money been paid to you than the one hundred dollars?

Objected to.
Mr. Mather: I want to show whether this company was organized in good faith.
Objection sustained.
Mr. Mather: Note an exception.

Q. One Hundred Dollars was paid to you in checks; how soon after they were handed to you did you deposit those checks?
A. I deposited one check on the fifth of June, 1908.

Mr. Frank: I object to that.
Mr. Mather: We want to know whether the certificate was properly filed.
The Court: I think they have a right to know whether the certificate was properly filed. It may stand.

Mr. Mather:

Q. Fifth of June 1908; what about the rest of them?
A. The other check a day or two after that.
Q. Do you remember the date?
A. My check book shows the 8th or 9th.
51 Q. Have you got your check book here?
A. The stub check book?
Q. Just what does it show?
A. The deposit on the 9th.
Q. How much did you deposit on the 9th?
A. $50.00.
Q. How much did you deposit on the 5th?
A. $50.00.
Q. That made the amount $100?
A. Yes, sir.
Q. And when did you file the certificate with the Secretary of State?

Mr. Frank: That shows for itself. The record is right there.

A. I presume it was the date of organization, I think, June 3rd.

Mr. Mather: Your certificate filed with the Secretary of State shows you filed it on the 4th day of June, 1908, so at the time you filed this certificate——

A. It was certified on the third. It was mailed from our office the date it was organized, the third.

Q. So at the time you had filed this certificate you had received no cash?

A. I had received $100.00.

Q. In checks?

A. Yes, sir.

Q. Did you say you received these checks on the third day of June?

52 A. I did.

Q. And you then certified to the Secretary of State ten per cent of the capital stock had been subscribed for, and more than ten per cent had been paid?

A. That ten per cent of the ten per cent subscribed for had been paid.

Q. What was the capital stock?

A. $10.000.00.

Q. And it never has been increased?

A. No.

Q. Were you then in the office of Henderson, Quail & Siddle?

A. Yes, sir.

Q. Mr. Englander, you were a subscriber for one share of the capital stock of this company were you not?

A. I was.

Q. Did you pay for your share?

A. It was paid for.

Q. You didn't pay for it yourself?

A. In a way I did.

Q. Are you a director in this company?

A. I am.

Q. Have you ever paid anything on your share of stock?

A. It's been paid for, yes.

Q. That isn't the question.

Objected to.

The Court: I don't think that makes any difference.

53 Mr. Mather: He has no right to serve as a director of this company with a share of stock paid for by somebody else.

Mr. Frank: If ten per cent was paid he has a right to serve.

Mr. Mather: The Statutes of the State require a director to be a bona fide stockholder.

Mr. Mather:

Q. Who paid in the One Hundred Dollars that was paid to you as treasurer of this concern?

Objected to; objection overruled; plaintiff excepts.

A. Well, I said I couldn't say without the records.

Q. Does the record show?
A. The record shows from whom I received the money.
Q. Just open it and see?
A. As I stated before I think that Mr. Siddle received the payments and he turned them over to me.
Q. How do you know he received them? Are you testifying from your own knowledge?
A. Well, the records show that Mr. Siddle, as chairman of the incorporators was authorized to receive all subscriptions to the capital stock, and transfer the same to the treasurer of the company, and it was from him that I received the ten per cent.
Q. Then your idea is that if this resolution authorized Mr. Siddle to receive ten per cent, that he did receive it?
A. No, I said that that resolution refreshes my recollection.
Q. Do you now say that Mr. Siddle did receive the ten per cent from the stockholders?
54 A. I don't say that he received it from every subscriber.
Q. Isn't the most you know, that Mr. Siddle gave you $100 and you deposited it in the bank to the credit of this company?
A. I know he received it.
Q. How do you know it?
A. He told me.

Mr. Mather: I ask that the answer be excluded.
The Court: It may stand.

Mr. Mather:

Q. Mr. Siddle told you he had received it?
A. The fact of the matter is I saw him receive it also.
Q. From whom?
A. I don't remember from whom I saw him get the checks.
Q. From whom?
A. Mr. Kimball was one.
Q. Did you see the checks?
A. I certainly did.
Q. Did you afterwards receive those same checks?
A. I did.
Q. Then Mr. Siddle didn't pay you his individual check for $100?
A. No, sir.
Q. He turned over the same checks he received?
A. Yes, sir.
Q. Have you any record of those checks?
A. I just told you.
55 Q. Would you have those canceled checks?
A. How would I have canceled checks drawn by somebody else? How would I have a canceled check drawn to my order?
Q. Did you afterwards check out this money that was paid in the bank?
A. I did.
Q. Who wrote the checks?
A. That's not the question you asked me.

Q. Who wrote the checks? Who checked out this hundred dollars?

A. I did.

Mr. Davis: I object. The material question is what the statute requires. The statute requires the payment of ten per cent and that was certified to have been made. It isn't a matter of any import as to who paid it.

Mr. Mather: I agree with the Judge that the certificate of the Secretary of State is prima facie evidence that the subscription has been paid, but if it can be shown by proper evidence that the ten per cent of the capital stock subscribed for has not been paid for, then the company is not lawfully organized, and cannot appropriate property. Now the testimony of this witness is to the effect first, that he received two fifty dollar checks, and deposited them, and his check books show it, and now he would have the court believe that the individual stockholders paid in ten dollar checks to Siddle, and Siddle turned them over to him. He has already made contradictory statements.

The Court: It seems to the court, if it appears the ten
56 per cent has been paid, and the certificate of such payment has been returned by the Secretary of State, and the records of the company show it has been paid, that that evidence is practically conclusive. Don't the records show?

Mr. Mather: No. There is not a word in the record about it. What we want to find out is whether the one hundred dollars was actually paid, or not? We haven't found out yet.

The Court: You may answer the question.

Plaintiff excepts.

A. I haven't tried to say that any incorporator paid a certain amount. I already stated the one hundred dollars was paid and deposited by me.

Mr. Mather:

Q. What I am trying to find out is who paid the one hundred dollars: can you tell me in plain English? Who paid that hundred dollars?

Objected to; objection overruled; plaintiff excepts.

A. I told you that I received two checks for one hundred dollars.

Q. You mean two checks for fifty dollars each?

A. Yes, and those were deposited.

Q. Will you kindly tell who gave you those checks?

A. One check was signed and endorsed by Mr. Bacon, and one check was given by Mr. Kimball.

Q. And each was fifty dollars?

A. Yes, sir.

Q. And that is the hundred dollars that you deposited to
57 the credit of the Big Cuyahoga Light, Heat & Power Company?

A. Yes.

Q. As its treasurer. That's the only money you received at that time?

A. At that time.

Q. And upon that you made your certificate to the Secretary of State, or the incorporators did?

A. Yes.

Q. By Mr. Bacon, you mean Willis Bacon?

A. Yes.

Q. Was he one of the incorporators of the company—no, his name doesn't appear.

A. I think it does appear as one of the subscribers of stock.

Mr. Mather: That's all.

Redirect examination by Mr. Frank:

Q. One question—a few questions that I omitted. I call your attention to page five of exhibit C, subscriptions to the capital stock of the company, and ask you whether you were present when the subscriptions were made?

A. I was.

Exhibit C is hereto attached, marked Plaintiff's Exhibit C and made a part hereof.

Q. I call your attention to the first signature, "June 3,
58 Willis Bacon by W. R. Kimball 5" shares. Did you see that subscription made?

A. I did.

Q. Was that writing done by Mr. W. R. Kimball?

A. It was.

Q. I call your attention to the next signature purporting to be that of Milton C. Canfield, one share; did you see Mr. Canfield write his name there?

A. I did.

Q. And the next, Mortimer A. Munn, one share, did you see Mr. Munn sign his name?

A. Yes, sir.

Q. And the next Mr. Siddall, one share, did you see Mr. Siddall sign that?

A. I did.

Q. And the next, Louis Englander, one share, did you see Mr. Englander sign that?

A. I did.

Q. And Mr. John P. Dempsy, one share, did you see Mr. Dempsy sign that?

A. I did.

Mr. Frank: That's all.

Mr. Mather: That's all.

59 Mr. Frank: I offer now from Exhibit C, at page three the order of the incorporators for opening the books to subscribers, and their waiver of notice of publication. Page Three of Exhibit C. "Order and waiver of notice. We, the undersigned, being all.

Mr. Mather: Can we agree these exhibits may all be copied into the record?

Mr. Frank: Sure.

Mr. Mather: All exhibits that it is possible to make copies of shall be copied into the record when the record is made, in lieu of the originals.

True Copy of Page 3 Exhibit C is hereto attached marked Page Three, Plaintiff's Exhibit C, and made a part hereof.

60 TRUE COPY OF PAGE THREE, PLAINTIFF'S EXHIBIT C.

"Office of Henderson, Quail & Siddall, 1015 Garfield Building, Cleveland, Ohio.

June 3, 1908.—2.45 o'clock p. m.

Order and Waiver of Notice.

We, the undersigned, being all of the subscribers to the Articles of Incorporation of The Big Cuyahoga Light, Heat & Power Company, do hereby order that books be opened for subscriptions to the capital stock of said Company at the above named place on the 3rd day of June, 1908, at 2.45 o'clock P. M., and we do hereby waive notice by publication of the time and place so fixed for the opening of such books, as otherwise required by law.

MILTON C. CANFIELD,
MORTIMER A. MUNN,
G. B. SIDDALL,
LOUIS ENGLANDER,
JOHN P. DEMPSEY,
Incorporators.

"There was convened at the above named time and place a meeting of the incorporators of The Big Cuyahoga Light, Heat & Power Company, they having first executed the foregoing order and waiver of notice.

"Thereupon, pursuant to such order and in the presence of
61 all of said incorporators, who selected G. B. Siddall as their Chairman and authorized him, on their behalf, to receive all subscriptions to such capital stock and to transfer the same to the Treasurer of the Company when the same should be duly organized, books of subscription were duly opened, and ten per cent of the authorized capital stock of said company having been duly subscribed, said incorporators then, in the presence of such subscribers to such stock as aforesaid, desiring to certify that fact to the Secretary of State in accordance with the provisions of Section 3244 of the Revised Statutes of the State of Ohio, made, executed and deposited in the post office of the City of Cleveland, properly stamped and addressed to the Secretary of State at Columbus, Ohio, a certificate, of which the following is a copy:"

" 'The Big Cuyahoga Light, Heat & Power Company.

Certificate of Subscription.

CLEVELAND, OHIO, June 3, 1908.

To the Secretary of State, Columbus, Ohio:

We, the undersigned incorporators of The Big Cuyahoga Light, Heat and Power Company, do hereby certify that on the third day of June, 1908, all the incorporators of said Company did order, in writing, that books be opened for subscription to the capital stock of said Company, at the offices of Hessrs. Henderson, Quail and Siddall, 1015 Garfield Building, Cleveland, Ohio, on the third day of June, 1908, at 2.45 o'clock P. M., and, at the same time, did waive, in writing, the notice by publication of the time and
62 place of such opening of books of subscription, required by law; and further, said books having been opened at the time and place ordered, that ten per cent, of the capital stock of said company has been subscribed.

MILTON C. CANFIELD,
MORTIMER A. MUNN,
G. B. SIDDALL,
LOUIS ENGLANDER,
JOHN P. DEMPSEY,
Incorporators.' "

(Page Three, Plaintiff's Exhibit C.)

63 Mr. Frank: I offer next the subscriptions to the capital stock, on Page Five Exhibit C.

(A true copy of said page five Exhibit C, is made a part hereof, marked page five exhibit c, and is hereto attached, as follows, towit:)

PAGE FIVE EXHIBIT C.

"Subscriptions to the Capital Stock of The Big Cuyahoga Light, Heat & Power Company.

Date.	Name of Subscriber.	Number of shares.
1908.		
June 3.	Willis Bacon by W. R. Kimball	Five (5)
	Milton C. Canfield	One (1)
	Mortimer A. Munn	One (1)
	S. B. Siddall	One (1)
	Louis Englander	One (1)
	John P. Dempsey	One (1)

64 Mr. Frank: I offer the record of the first stockholder's meeting, on page eight, nine, ten and eleven, exhibit c, and page 12. There is some matter in there that is irrelevant. I will offer page eight, down to the words 'Code of Regulations.'

(Copy of said Exhibit Page Eight, Exhibit C, is hereto annexed, made a part hereof, and marked Page Eight, Exhibit C, and is as follows:)

EXHIBIT PAGE EIGHT EXHIBIT C.

"Office of Henderson, Quail & Siddall, 1015 Garfield Building, Cleveland, Ohio.

June 3, 1908.—3 o'clock p. m.

First Stockholders' Meeting.

All of the subscribers to the capital stock of The Big Cuyahoga Light, Heat & Power Company being present at the time and place above named, and ten per cent. of the authorized capital stock of said Company having been duly subscribed, and such fact having been duly certified to the Secretary of State by the incorporators, the said subscribers, having first executed the foregoing waiver of notice and consent, organized by choosing G. B. Siddall as Chairman and John P. Dempsey as Secretary of the meeting.

Upon motion duly made and seconded, the following Code of Regulations for the Company was duly adopted by the unanimous vote of all of the stockholders:

Code of Regulations."

65 Mr. Frank: And then again, what is found on page 12.

(True copy of said exhibit is hereto attached, marked page 12 Exhibit C, and made a part hereof, as follows:)

PLAINTIFF'S PAGE 12 EXHIBIT C.

"The stockholders then proceeded to the election of five directors, and such election having been had by written ballot under the supervision of the incorporators, the following named persons were elected as such directors, there having been voted for each, the entire 10 shares of the capital stock of the company already subscribed for: Milton C. Canfield, Mortimer A. Munn, G. B. Siddall, Louis Englander and John P. Dempsey.

"There being no further business, the meeting, on motion, adjourned.

G. B. SIDDALL, *Chairman.*

JOHN P. DEMPSEY, *Secretary.*

Mr. Mather: We object.
The Court: It may go in.
Defendant excepts.

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Mr. Frank: I offer the incorporator's certificate on page 13.

True Copy of Said Exhibit is hereto attached, marked Page 13, ntiff's Exhibit C, and made a part hereof, as follows:)

PAGE 13, PLAINTIFF'S EXHIBIT C.

"Incorporators' Certificate.

Ve, the undersigned, incorporators, of The Big Cuyahoga Light, t & Power Company, hereby certify that, being inspectors of the ion held as above recited, Milton C. Canfield, Mortimer A. Munn, 3. Siddall, Louis Englander and John P. Dempsey were duly ed as directors of said Company, and we hereby fix and desig- the place at which such election was held and the hour of 3.15 ck P. M. on the 3rd day of June, 1908, as the time and place for ing the first meeting of the board of directors of the Company.

MILTON C. CANFIELD.
MORTIMER A. MUNN.
G. B. SIDDALL.
LOUIS ENGLANDER.
JOHN P. DEMPSEY.

Ir. Mather: We object to that also.
he Court: It may be admitted.

efendant excepts.

Mr. Frank: I offer from Exhibit 18, which is volume two of the corporate records, page 29, the record of the last election he board of directors prior to the commencement of this proceed- under date of July 12, 1910.

True copy of said exhibit is hereto attached, marked page 29 ntiff's exhibit 18, and made a part hereof, as follows:

PAGE 29, PLAINTIFF'S EXHIBIT 18.

"Annual Meeting of Stockholders.

Office of Englander & Allison,

Guardian Bldg., Cleveland, Ohio.

July 12, 1910—2 o'clock p. m.

ll the owners and holders of the capital stock of The Cuyahoga er Power Company being present at the time and place above ned, either in person or by proxy:
V. R. Kimball, owning 91 shares,

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Willis Bacon, owning 1 share,
John A. Nally, owning 1 share,
Louis Englander, owning 1 share,
John L. Wells, Trustee, owning 5 shares,
John L. Wells, owning 1 share.

The names of John L. Wells, W. R. Kimball, Louis Englander, John A. Nally and Willis Bacon, were presented for election to the Directorate of said corporation, and upon motion, duly seconded and unanimously carried, the entire one hundred votes present were cast for each candidate and the same were delcared elected Directors of said corporation.

There being no further business before said stockholders'
68 meeting, the same was adjourned.

LOUIS ENGLANDER, *Secretary.*

Mr. Mather: Is that offered for the purpose of showing a board of directors were elected?

Mr. Frank: That's all.

Mr. Mather: And not to show who was the owner of the capital stock?

Mr. Frank: Yes.

Mr. Mather: We object to that exhibit.

The Court: It may go in.

Defendant excepts.

Mr. Frank: I offer from Exhibit C, page 14, first directors' meeting, June 3, 1908, 3.15 P. M.

(True Copy of said exhibit is hereto attached, marked Plaintiff's Exhibit C, Page 14, and made a part hereof, as follows:)

69 PLAINTIFF'S EXHIBIT C, PAGE 14.

"Office of Henderson, Quail & Siddall, 1015 Garfield Building,

CLEVELAND, OHIO, June 3, 1908.

3.15 o'clock P. M.

First Directors' Meeting.

Pursuant to the designation of the incorporators, there was this day convened a meeting of the directors of The Big Cuyahoga Light, Heat & Power Company at the time and place above named, at which all of said directors were present, each director having first qualified by taking the oath of office before R. J. Bulkley, a Notary Public in and for Cuyahoga County, Ohio.

G. B. Siddall was chosen Chairman and John P. Dempsey Secretary of the meeting.

The directors then proceeded to the election of officers for the suing year. The following officers were unanimously elected:
President, G. B. Siddall.
Secretary, John P. Dempsey.
Treasurer, Louis Englander.
The matter of constructing an electric power plant at or near yahoga Falls was discussed and plans, reports and surveys of ie Roberts and Abbott Company for such a plant were laid before e directors.
On motion of Mr. Munn, duly seconded, the following resolution s unanimously adopted:
'Resolved, That Mr. Willis Bacon be, and he hereby is, employed the company to conduct negotiations for the purchase of the property and rights necessary for the construction of such a plant as is contemplated by the plans, surveys and preliminary reports of The Roberts and Abbott Company, as presented by Mr. Munn, the assistant chief engineer of said company.'
On motion duly seconded, the meeting adjourned, to meet at the me place on June 4, 1908, at 4 o'clock P. M.

JOHN P. DEMPSEY, *Secretary.*

Mr. Mather: We object to that. This record has not been identified.
Mr. Frank: Why hasn't it been identified?
Mr. Mather: There is no secretary present to show it was adopted, show anything of the sort. There hasn't been anybody testify out this resolution.
The Court: He said he was present and helped make them up. hat they made them up together, he and Dempsey. I remember at distinctly. It may go in.
Defendant excepts.
Mr. Frank: I offer from Page 15, of the same exhibit, C, the llowing:
"Thereupon Mr. Dempsey presented the following resolution and oved it's adoption:
QWhereas, This company has attempted to purchase various ieces of real estate and property hereinafter described, and has ade offers of purchase prices and compensation to the several owners and claimants of said property, respectively, but has been unable to agree with said owners and claimants as to the amount to be paid for said real estate and property;
"And, Whereas, It is necessary and essential, in order to carry ut the purposes of its organization, that this company acquire said arious pieces of real estate and property and for the purpose of acquiring, erecting, building, maintaining and operating a system f dams in the Big Cuyahoga River in the State of Ohio; of raising nd maintaining a head of water; of constructing and maintaining anals, locks and raceways; of regulating and carrying said head f water to its plants or power houses where electricity is to be enerated; of erecting and maintaining a line or lines of poles hereon to attach or string wires or cables to carry and transmit

electricity; of acquiring, producing, manufacturing, generating and selling electricity for light, heat, power, and other purposes, of acquiring, holding and selling franchises and privileges and supplying the same to municipal corporations; of acquiring by lease, purchase or otherwise, and possession, holding and selling such real estate and personal property as may be necessary for the proper conduct of said business, and to do any and all other things necessary and incident to any of its said purposes;

"Now, Therefore, Be It Resolved, That it is necessary and essential, for the purposes aforesaid, to appropriate and condemn, and this company does hereby appropriate and condemn, each and all of the following described real property and estate for the uses and purposes aforesaid:"

72 Mr. Frank: Then follows a long description.

Mr. Mather: That's the same property you have described in the petition in the suit begun soon after that, and also in this suit? What is the date of that?

Mr. Frank: June 4th, 1908.

The Court: What was the date of that other resolution?

Mr. Frank: June 3, 1908.

Mr. Frank: I offer Exhibit 18, page 14, under date of April 23, 1909.

"Special Meeting of Directors. There was convened at the above named time and place a Special Meeting of the Directors of the company, pursuant to the call of the President therefor.

"Present: W. R. Kimball, Willis Bacon, John A. Nally and Louis Englander, being a majority of the Directors of the Company.

"The meeting was called to order by the President.

"On motion of Mr. Bacon, duly seconded, it was resolved that the President and Secretary be authorized to issue to W. R. Kimball, or to whomsoever he may direct,—"

Mr. Frank: I don't care for that.

"Director Englander moved the adoption of the following resolution:

"Whereas, at a meeting duly called, the Directors of this Company, did, on the 3rd day of June, 1908, consider, approve, and adopt, the plans, reports and surveys, for the proposed plant

73 of this company, as presented at said meeting by Mortimer A. Munn, which report, plans and surveys, are hereby referred to and made a part hereof, and,

"Whereas, said report specifies on pages 1 and 2, concerning the "General Scheme," as follows:

"There are two proposed power house sites which will hereafter be designated as the 'Lower Power' and the 'Upper Power.' The 'Lower Power' is designated on the map as being located on the Big Branch of the Cuyahoga River, a short distance west of the corporate limits of the Village of Cuyahoga Falls, Ohio. From the site of the 'Lower Power' to the point marked 'Dam,' there is a difference in elevation from the level of the water in the river at the Power House to the bottom of an old raceway, known as the 'Chuckery Race' at the proposed dam site, of 166 feet.

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The proposed Dam is to be 70 feet in height and it is to flood and place 5 existing dams located in the Village of Cuyahoga Falls, upper one of which is located near the business center of the n. At this upper dam the water is backed up in the river to nroe Falls, where an existing paper mill utilizes approximately feet of fall in the river. The paper mill dam at Monroe Falls ks the water up the river to the proposed 'Upper Power' at Kent, ere there is now a 20 foot head of water. From the Upper ver at Kent the water backs up the river to where it is crossed by Cleveland and Pittsburg division of the Pennsylvania Railway.

The General Scheme is to conduct such flow of the Cuyahoga River as will be used by the Lower Power from the proposed 70 foot dam, by a canal, which is marked in red on the attached map. The 'lower' and 'upper powers' will be conted by a transmission line, and,

'Whereas, as stated in said Report and as shown by the line in upon said topographical map, the construction of the proposed n of 70 feet in height would flood the upper dams in Cuyahoga lls, raising the water to elevation 1000 feet, or approximately to eastern line of the village of Cuyahoga Falls, and would also ert water from all the property below said dam down to the ation of the 'Lower Power House,' and said section of the river ich is either so flooded or from which the water is so diverted, is section specified in the charter of this Company, and covered by said surveys of Mortimer A. Munn;

'Now, therefore, be it resolved, that the action of said meeting of ne 3rd, 1908, in considering and adopting the said Report, Plans d Surveys of The Roberts-Abbott Co. is hereby ratified and apved, and said plans, Report and Surveys, are hereby re-approved d re-adopted.

"The motion was declared carried."

Mr. Mather: We object to the offer.

The Court: It may go in.

Defendant excepts.

Mr. Frank: From the same Exhibit, number 18, at page 33, Special Meeting of the Directors, held on January 14, 11, at two o'clock P. M.

"On motion of Lewis Englander, duly seconded, the following olution was unani-ously adopted. 'Resolved that Willis Bacon and he hereby is employed by the Company and duly and legally thorized to conduct negotiations for and to contract for the purase of and to purchase the property and rights necessary for the nstruction of the work or works necessary for a water power plant ntemplated by the plans, surveys and reports of The Roberts & bott Company, as presented by Mr. Munn, the Assistant Chief gineer of said Company and of other associate and consulting gineers heretofore employed to report upon said water power plant d project.

"It is further resolved that to carry out the purposes of its organtion and the projects contemplated in said reports, that the follow- parcels of land are necessary:

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"Situate in Summit County Ohio, and beginning at the point o the intersection of the center of the Cuyahoga river and the north and south township line between Portage Township and Cuyahoga Falls Township,—" and so forth. That's the property described in our petition.

Mr. Mather: We object to that offer.
The Court: Was that before or after the suit?
Mr. Frank: Before.
The Court: It may be admitted.
Mr. Mather: It was the same day.
Except.

76 Thereupon the Plaintiff, for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness WILLARD R. KIMBALL, who being first duly sworn according to law, testified as follows:

Direct examination.

By Mr. Frank:

Q. Mr. Kimball, what is your connection with The Cuyahoga River Power Company?
A. I am now President of the company.
Q. How long have you been president?
A. About four years.
Q. How long have you been connected with the company?
A. I have been interested in the company since its incorporation.

Mr. Nesbit: I ask to have the answer excluded.
The Court: It may stand.
Defendant excepts.

Mr. Frank:

Q. What if any relation had you with the company prior to your becoming president?
A. I was a stockholder in the company and represented financial interests which were in the company.

Mr. Mather: I ask to have the answer excluded.
Mr. Nexbit: I ask to have the answer excluded.
The Court: The last part may be excluded.

Mr. Frank:

Q. I call your attention to exhibit nineteen, marked on the cover, The Roberts & Abbott Co., and ask you to state what that
77 exhibit is?

Objected to—objection overruled—defendant excepts.

A. The first part of the exhibit is a letter from the Roberts & Abbott Company, dated April 29, 1908.

Mr. Mather: I ask that the answer be excluded.
The Court: I suppose that speaks for itself, what it is.

Mr. Frank:

Q. What is the exhibit as a whole?
A. It is the report, surveys and map, referred to in the resolution of the company, which has been read, of April 23, I think, 1909.

Mr. Mather: I object to that. This exhibit will have to speak for itself.
The Court: I think so. The exhibit speaks for itself.
Mr. Frank: That part is competent in which he says it is a report.
The Court: Yes, it's a report.

Mr. Frank:

Q. Is it the original report or a copy?
A. It's the original.

(Said Exhibit is hereto attached, Marked: Plaintiff's Exhibit 19, and made a part hereof.)

Q. State whether or not you had this report before the Board of Directors—were you present at the meeting of the board of directors?
A. I was.
Q. Of April 1st, 1909?
A. First?
Q. April 23rd?
A. I was.
78 Q. And was this report before the board of directors at that time?
A. It was.
Q. State whether or not this is the document referred to in your record as the plans of the Roberts & Abbott Company?

Objected to.
A. It is.

The Court: I think you may answer the question.
Mr. Mather: Note an exception.

Mr. Frank:

Q. State whether or not this document, exhibit 19, is the report, —is or is not the report called in the record books, the Roberts Abbott report?
A. It is the report of the Roberts & Abbot Company.
Q. I show you now Plaintiff's Exhibit 20, and ask you what that document is?
A. It is the report of H. A. vom Schon together with the maps accompanying the report referred to in the resolution of April 23, 1909.

(Said Exhibit is hereto attached marked: Plaintiff's Exhibit 20, and made a part hereof.)

Q. Was that report before the board of directors, April 23, 1909
A. It was.
Q. State whether or not that is the same report referred to in you record as the von Schon report?
A. It is.

Q. I now show you Plaintiff's Exhibit 21, and ask yo
79 what that is?

A. It is a printed copy of the von Schon report, exclusive o the tables regarding precipitation contained in the original repor

(Said exhibit is hereto attached, marked: Plaintiff's Exhibit 2 and made a part hereof.)

Q. I will ask you whether or not that is the printed copy referre to in your record on page 16, under date of April 23, 1909, whe this language is used: "Also that the development program of th company be hereby fixed and determined as the same is set forth i said Report of H. A. von Schon upon pages 25 to 27 inclusive, o the original copy, (pages 21 and 22 of the printed copy) as fo lows, to-wit"?
A. It is.
Q. In connection with exhibit 19 I direct your attention to th loose map bound on cloth, and ask you to state whether or not th map was before the board of directors at the meeting of April 2 '09?
A. It was.
Q. And was it referred to in your records of maps of that meeting
A. April 23, 1909? Yes.

Mr. Frank: Mark this map Plaintiff's Exhibit 19 A.

(Said exhibit is hereto attached, marked: Plaintiff's Exhib 19-A, and made a part hereof.)

Mr. Frank:

Q. I have marked the map in question, plaintiff's exhibit 19 and just ask you again if that is the map you had before you o April 23, 1909?
80 A. That is the map.

Cross-examination.

By Mr. Mather:

Q. How long have you been president of the Cuyahoga Rive Power Company?
A. I think about four years.
Q. Has the Cuyahoga River Power Company any property ou side of these reports?
A. It owns the equitable title to the Cuyahoga river, to the entir Cuyahoga river.
Q. You haven't any proof of that outside of your own statement
A. We get it from the authorities.

Q. Do you own any legal title along the Cuyahoga River?
A. No.
Q. Have you any contracts with any municipalities for supplying electricity?
A. No.
Q. Have you any contracts with private concerns?
A. No, sir.
Q. Have you ever developed any power along the Cuyahoga River?
A. We did not.
Q. You built no power houses, either steam or hydro-electric?
81 A. No, sir.
Q. You built no dams?
A. No.
Q. No reservoirs?
A. No.
Q. And have done absolutely nothing except consult with engineers?
A. No, sir, we began the construction of our property by beginning condemnation proceedings.
Q. In 1908 you began a suit to appropriate the same property as you seek to appropriate in this suit?
A. Yes, sir.
Q. And you abandoned that suit so far as this particular piece of property is concerned?
A. We did.
Q. You never heard the preliminary questions involved in that suit against this defendant?
A. No, we never did. Do you want to know why?
Q. I don't care why. Your resolution authorizing Mr. Bacon to negotiate for this property was passed on the 14th day of January, 1911, wasn't it?
A. Yes.
Q. And that was passed in Cleveland, wasn't it?
A. Yes, sir.
Q. And six days after that you began this suit, didn't you?
A. Yes.
Q. Of course you had nothing to do with the *the* negotia-
82 tions for the property?
A. Oh, yes.
Q. Did you prepare the offer which was submitted by Mr. Bacon, if one was submitted?
A. I participated in the preparation.
Q. You knew this property was owned by the Northern Ohio Traction & Light Company, didn't you?
A. No, sir, I did not.
Q. Didn't you know they had an interest in it?
A. No, sir, I don't think I did.
Q. You were connected with the company in 1908 were you not?
A. I was.
Q. And was present at the meeting of the Board of Directors?

A. Yes, sir.
Q. When this resolution was passed?
A. Yes, sir.
Q. Mr. Kimball, you were present at the meeting of the Board of Directors on June 4, 1908?
A. Yes, sir.
Q. And voted for the resolution which was passed at that meeting, which has been introduced in evidence?
A. No, I don't think I was a director at that time, but I was present.
Q. And you knew then, and you know now that the resolution recited this: "The property now owned by Henry A. Everett,
83 and The Northern Ohio Traction and Light Company, lying and being in Cuyahoga Falls Township, Summit County, Ohio, and described as follows," and then the property described is the same property you are seeking to appropriate in this action. You know that to be a fact?
A. I do.
Q. So at that time you knew that the Northern Ohio Traction & Light Company owned that property?
A. That was merely a formal indication that they represented that property as agents in my mind.
Q. So you never felt that the Northern Ohio Traction & Light Company owned the property?
A. No, and I don't know it now.
Q. And had the right to sell it, or deal with it?
A. No, and on the contrary I had the statement of your director that they did not.

Mr. Mather: I ask to have the answer excluded.
The Court: It may be excluded.

Mr. Mather:

Q. Who was the authorized agent on the part of the Cuyahoga River Power Company, your company, who was the authorized agent?
A. Mr. Bacon and myself.
Q. And your Board of Directors passed a resolution authorizing him to negotiate for this specific property?
A. Yes, sir.
Q. And those resolutions have been introduced?
84 A. Yes, sir.
Q. That's all.

The Court: Anything further Mr. Frank?

Redirect examination.

By Mr. Frank:

Q. Calling your attention to the first appropriation suit, which you spoke of, as having been begun and withdrawn, I will ask you to state the reason of the withdrawal of that suit?

Objected to.

The Court: What difference would it make?

Mr. Frank: Mr. Mather in cross examination called out the fact the suit was withdrawn.

The Court: That wouldn't make any difference whether it was withdrawn or not.

Recross-examination.

By Mr. Mather:

Q. Mr. Kimball, you are familiar with the petition filed—you are familiar with the petition in the case of The Big Cuyahoga Light Heat & Power Co vs. Henry A. Everett and others, that was taken from the probate court to the supreme court? You are familiar with that petition?

A. Yes, but that isn't what happened.

Q. It didn't go to the supreme court?

A. No.

85 Q. Now then, let me ask you whether the Big Cuyahoga Light Heat & Power Company, which was the predecessor of your company, that is to the Cuyahoga River Power Company, in that petition, made this allegation: "The above property—," and this statement follows the description of the same property which you are seeking to appropriate in this proceeding,—"the above property is owned, or claimed to be owned by The Northern Ohio Traction & Light Company, and The Akron Bedford and Cleveland Railroad claim some ownership in that property"? Did you make that allegation?

A. That's the suit against Everett?

Q. Yes, against Everett and others.

A. I think we did, but I wasn't a director. But I think that's a fact.

Redirect examination.

By Mr. Frank:

Q. You have stated to Mr. Mather that your company has not constructed any dams or reservoirs, or power houses, since its organization. Why haven't you constructed them?

A. We have been kept out of the river by litigation,—by the opposition of the Northern Ohio Traction & Light Company, and the Northern Realty Company, and the Norther- Ohio Power Company, and some other interests. We have been in constant litigation trying to secure title.

Mr. Mather: I ask to have the answer excluded.

The Court: It may stand.

Defendant excepts.

86 Recross-examination.

By Mr. Mather:

Q. And up to date you haven't secured title to any real estate?
A. I beg pardon, we have. We have equitable title to land, and that is title to real estate.
Q. You haven't appropriated any or paid compensation for any, or purchased any?
A. We haven't bought any private land, no.

Thereupon the plaintiff, for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness WILLIS BACON, who being first duly sworn according to law, testified as follows:

Direct examination.

By Mr. Frank:

Q. You reside at Tiffin, Ohio?
A. Yes, sir.
Q. You are an attorney at law?
A. Yes, sir.
Q. And have been connected with the Cuyahoga River Power Company?
A. Yes, sir.
Q. And the same company under its name of The Big Cuyahoga River Light Heat and Power Company?
A. Big Cuyahoga Light Heat and Power Company.
87 Q. How long have you been connected with this company?
A. With the Big Cuyahoga Light Heat and Power Company, and the same, with its name changed ever since it was organized. I was one of the original stockholders if I remember correctly.
Q. What training and experience have you had in matters relating to water power, and hydro-electric matters?
A. Well I had a good scientific course in college in engineering, civil and hydraulic engineering, and I had an 18 month course taken privately at home of course, in hydraulic engineering before commencing this project in 1906, and I had had the experience of attempting to develop a power on the Cuyhoga River commencing in July 1906, and extending up to the time I became attorney for this company, and ever since I have been connected with this company in this development.
Q. Have you been over the territory that is embraced in the project of the plaintiff company?
A. I think I have been over every foot of it.
Q. And are you familiar with the project of the company?
A. I am sir.
Q. You say you have been over practically every foot of the ground?
A. I have.

Q. I call your attention to Plaintiff's Exhibit 20, and ask you whether you have seen that document before?

A. I have sir.

(Said exhibit is hereto attached, marked Plaintiff's Exhibit 20, and made a part hereof.)

88 Q. Was that document—were you present at a meeting of the board of directors April 23, 1909?

Mr. Mather: I object. He has already identified the document. We have not anything to contradict it.

Mr. Frank:

Q. Mr. Bacon, were you at any time in communication with the Northern Realty Company in reference to the purchase of the property described in the petition in this case?

Objected to.

The Court: Let him tell what he did. You may answer.

A. I was in conference with certain alleged officers.

Mr. Frank:

Q. And when and what did you do, and who did you see in that connection?

A. I think my first visit to any officer, or to the office of the Northern Realty Company was on January 16, 1911. That was in company with Mr. Kimball. We went to the office of Mr. Currie, who took us to the office of Mr. Davis, or rather to Mr. Will Christy's office, and he introduced us to Mr. Davis, and we had a talk.

Q. And what was your talk?

A. I can't give it word for word.

Q. The substance of it?

A. The substance of it was that we wanted to purchase the property or the ground on the Cuyahoga River, and indicated what property it was by reference to the former case that had been tried here, that is, a strip about 100 feet wide on either side of the river. That was a verbal communication we had then, and——

89 Q. Are you familiar with the property that was described in the petition in this case?

A. I am as familiar as one can be by a cognizance of it.

Q. Have you examined the description of the property there set forth?

A. I have.

Q. And on your occasion of your visit what, if anything, was said with reference to the property that you desired to negotiate for?

A. I don't think it was named out at that time in so many courses and lengths, giving directions and calls of the description, but referred to in general terms as a description of the property we had formerly undertaken to get from Mr. Everett.

Q. The persons that were there were Mr. Christy, Mr. Currie and Mr. Davis?

A. Mr. Davis and Mr. Currie. I didn't see Mr. Christy.

Q. Let me inquire whether you had met any of these gentlemen before in negotiating for the same property?

Objected to—objection overruled—defendant excepts.

A. I had met Mr. Currie. I never met Mr. Davis before to my knowledge in negotiating for this property.

Q. Following the 16th day of January, did you again—if you again saw or met the Northern Realty Company, state when and where, and who you saw?

A. In Company with Mr. Palmer, my father-in-law,—well I first phoned to Mr. Christy.

Q. Did you have a talk with Mr Christy by
90 phone?

A. Yes, from Tiffin, and asked him if he could see me that day, the 20th day of January, and in company with my father-in-law,—no, I think I first alone met Mr. Currie in front of the Hamilton Building, and asked him in substance as to whether or not they would sell that property that we had been talking about, and he said nothing doing, or something to that effect, and on some further talk he said: "If you don't believe me see Mr. Christy." And I suggested that I had better see Mr. Christy at any rate, and he said: "Perhaps you had." And at any rate my father-in-law and I visited Mr. Christy, who claimed to be president of the company.

Q. What did he say?

A. I asked him if he was president of the Northern Realty Company.

Mr. Mather: There is no question about that. He was President.

Mr. Frank:

Q. Go on.

A. I entered immediately into negotiations with him, and asked him if they would sell the property, and he said they would not part with the property at any price.

Q. Did you make an offer?

A. I had with me a copy of the offer that had been sent by mail on the evening of the 16th day of January, and I called his attention to it, and to the description and everything, and of course I didn't read off the description to him of the property I wanted, but asked him concerning the offer that we made, and he acknowledged receiving the offer by mail, but said that they would not
91 sell the property at any price. That was the substance of the whole talk. I don't think I was there over fifteen or twenty minutes.

Cross-examination.

By Mr. Mather:

Q. Where were you talking with Mr. Currie about this proposition?

A. On what day?

Q. On Any day?
A. In his office, and down on the street. On different days in his ce, and down on the street.
Q. You spoke of seeing Mr. Currie before you saw Mr. Christy?
A. I met Mr. Currie I think in front of the Hamilton Building, ut at the entrance, if that is the Hamilton Building where their ce is.
Q. You were talking to Mr. Currie because he represented the rthern Ohio Traction and Light Company?
A. No, because he represented he had the matter in hand for ing the property, him and Mr. Davis.
Q. Who was Mr. Davis?
A. He introduced him as the engineer.
Q. You don't know what work Mr. Davis was on?
A. I think Mr. Davis told me he was about to build a power house on these premises.
Q. You don't know how long he had been employed by the Northern Ohio Traction & Light Company to develop wer?
A. Not exactly.
Q. You have been hovering about and over this property for some rs either on your own account or for others?
A. What do you mean?
Q. You have been sort of shadowing it, and about the property a number of years?
A. Put it in definite terms.
Q. You have been here in 1906 and seven and about each year bsequent to that, up to the present time, with reference to this operty?
A. I have been here trying to promote this water power scheme ce July 1906.
Q. And so far you haven't made any development?
A. No, sir.
Q. You haven't built any dams?
A. No.
Q. Or power houses?
A. No.
Q. Or Reservoirs?
A. No.
Q. Or developed any of the water power?
A. No.
Q. Nor any transmission lines?
A. No.
Q. You haven't entered into any contract with munipalities for supplying electricity?
A. No, sir.
Q. Or private concerns?
A. No, sir.
Q. And so far as you know the Cuyahoga River Power Company s no property whatever except its engineers' reports?
A. I don't know to the extent——

Q. You don't know of any except the engineers' reports?

A. I don't know if they own those. I don't know of any property outside of hearsay evidence. I think we own—well, I will not state it.

Mr. Frank: State what you think you own.

Mr. Mather:

Q. I hand you Defendant's Exhibit A, and ask you to examine it and state what it is.

Mr. Frank: I suppose he is competent to tell whether it is his letter.

Mr. Mather: I want him to say whether it is or not.

Mr. Mather: That's one of your letters?

A. Yes, but I will see what it is before I say. I will not say what it is until I read it. Now what is it you asked me.

(A true copy of said letter is hereto attached at page 454-456 marked: Defendant's Exhibit A, and made a part hereof.)

Q. I asked you to state what it is?

A. That's a letter of mine to Will Christy. It purports to
94 have been mailed October 20th, 1906, and signed by myself.

Q. I hand you another document, which for the purpose of identification is marked Defendant's Exhibit B, and being in three sheets, is marked B-1, B-2, and B-3, and I will ask you to examine that and state what it is?

(A true copy of said letter is hereto attached at page 458-461, marked: Defendant's Exhibit B-1, B-2, and B-3, and made a part hereof.)

Q. Outside of the lead pencil marks.

A. They are in my writing, but they were put on afterwards when we were having some conference about this matter. They wanted some addition- proposition there and I put it in.

Q. It wasn't intended as a part of the letter?

A. Yes, sir. Not when the letter was sent, but this notation was put in at a conference with Mr. Henry A. Everett in Mr. Currie's office.

Q. Well, I am calling your attention to the manuscript outside of the lead pencil notations?

A. Yes, but I want to see what the lead pencil notations are. That's a letter sent to I suppose the Northern Ohio Traction and Light Company on February 1, 1907, and the pencil notations were put on by me afterwards in conference with Mr. Everett in Mr. Currie's office.

Q. Mr. Bacon, you knew as a matter of fact that this property was owned by the Northern Ohio Traction and Light Company?

A. No, I didn't know it. I knew they claimed to own it.

Q. You knew they owned the equitable interest in it?

95 A. No, I did not. I knew Mr. Currie said they did and Mr. Everett said they did not.

Q. What was that?
A. Mr. Currie told me The Northern Ohio Traction and Light mpany owned this property, and Mr. Everett told me they did not.
Q. Where was Mr. Everett when he told you that?
A. In his office.
Q. Who was present?
A. I don't know if any one was unless it was his stenographer.
Q. When was that?
A. The first or second time I saw Mr. Everett about this property irst talked to Mr. Christy and Mr. Currie and I went to Cleveland.
Q. Was that prior to this letter?
A. Yes.
Q. After that conversation you addressed this letter to The rthern Ohio Traction & Light Company?
A. Yes, sir.

Q. That's all.

Mr. Mather: I offer these as part of my cross-examination.
Mr. Frank: I object.
The Court: Do you object to the competency of them?
Mr. Frank: Yes. Those letters were all written before this comny was organized. They cannot make their defense on cross examination.

The Court: I will sustain the objection for the time being. You have identified them.
Mr. Mather: Very well. I will offer them later.

Q. At the time you talked with Mr. Christy immediately preceding e institution of this suit you had with you a written offer and d a written description of the property which is the property deibed in your petition in this suit?
A. I think so, it is connected with this deposition of mine.
Q. And that is the paper attached to your deposition—has this position been identified?
A. No.

Mr. Mather: Mark this Defendant's Exhibit C.

(True copy of said paper is hereto attached at page 403-408, arked: Defendant's Exhibit C and also marked Defendant's Exbit D, and made a part hereof.)

Q. I hand you defendant's exhibit C and ask you to find and fer to the paper which you had with you when you talked with r. Christy in regard to the purchase of this property?
A. Just repeat that question.
(Thereupon the question was read by the stenographer as follows: Q. I hand you defendant's exhibit C and ask you to find and fer to the paper which you had with you when you talked with Mr. aristy in regard to the purchase of this property?")
A. I think that's the exact copy I had with me when I visited Mr. aristy's office in company with my father-in-law.

Q. Just read it.

97 A. "Akron, Ohio, January 16th, 1911. The Northern Realty Company, Akron, Ohio. Sirs:—The undersigned hereby offers and tenders you Five Thousand Dollars for the property, a description of which is hereto attached. By reason of the fact that important negotiations depend upon your prompt acceptance or rejection of this proposition, we request your decision not later than Saturday noon, Jan. 21, 1911. Very truly, The Cuyahoga River Power Company, By Willis Bacon, its agent and attorney."

Q. Read the rest of it.

A. "If not called for in person mail reply to Willis Bacon, Tiffin, O.

Q. Is the description of the property immediately following what you have read,—beginning with the words: "Being the following described property: Situated in Summit County, Ohio, and beginning at the point of intersection of the center of the Cuyahoga River and the North and South Township line between Portage Township and Cuyahoga Falls township; thence north 0 degrees 30′ east 100 feet," and so forth; and ending with the words: "Contains three tenths acres more or less, with all the privileges, easements, rights and appurtenances thereunto belonging, all of the above property being in the Township of Cuyahoga Falls,"—a description of the property you referred to in your conversation with Mr. Christy and the description contained in the petition in this case?

A. I don't know. You will have to get the description and compare it. I think that's the exact copy I had along, and if it is, it is the property. If that paper you have reference to is the

98 copy sent by mail on the evening of January 16th to the Northern Realty Company, and if that is a correct copy, that's what we said.

Redirect examination.

By Mr. Frank.

Q. The property described in the petition is located where?

A. Located on both sides of the Cuyahoga River commencing, if I remember right at the Lower line of the Gorge Property belonging——

Objected to.

The Court: Go ahead. I want to hear it.

A. Commencing at the lower line of the Gorge property formerly belonging to Mr. Everett and then belonging to the Northern Realty Company and extending to the Upper Line of the Northern Realty Company, a strip 100 feet wide from the center line of the river, with the exception of the upper part it follows the course and lines laid down in the recorder's office here on that property by the Northern Realty Company.

The Court:

Q. How long a strip is that on each side of the river?

COPY BOUND CLOSE

A. I have a notion—I am just estimating it—it is in the neighrhood of a mile and three quarters, or perhaps two miles, and ntains as near as I can figure it out about forty acres.

Mr. Frank:

Q. At the time of your talk with Mr. Christy that you have referred to, was the property for which your offer was made, stated to Mr. Christy? What property were you talking out?

A. We referred to the property that I had in that copy.

Q. And was you familiar at that time with the state of the record e?

A. I was so far as could be found by looking at it.

Q. And in whose name on the records did the title stand?

A. In the Northern Realty Company.

Q. And are you able to state how long before that the title to the perty got into the Northern Realty Company?

A. I can't state exactly, but I suppose it was, if I remember htly, it was a couple of months.

Q. And prior to that time,——

A. That's the December previous.

Q. And prior to that time if you know in whom was the record e?

A. Henry A. Everett.

Q. And had been for how long a time?

A. I couldn't tell how long. It was purchased by him from the lbank heirs according to the records.

Q. Are you able to state whether or not when you had your conence with Mr. Christy he knew what property you were talking ut?

A. Yes, he surely knew what we were talking about.

Mr. Mather: I object. Well, I don't care, let it stand.

Mr. Frank:

Q. Mr. Bacon, I call your attention to a map attached to the deposition filed in this case of Mr. Daniel R. Bacon of w York City, marked in that deposition, Plaintiff's Exhibit Number Two, March 13, 1914, Jessie McLardy, Notary Public, and ask whether you have examined that map, and whether or not you familiar with it?

Said exhibit is hereto atached, marked as above stated, and le a part hereof.)

A. I am familiar with it.

Q. If you know by whom was the map prepared?

A. It was prepared,—no, I don't know exactly. It was prepared New York in that shape, but the map portion of it was prepared the United States Government topographical survey.

Q. From your knowledge of the project of the Cuyahoga River ver Company, are you able to state whether or not the section ountry covered by that project is shown on this map?

IN CENTER

A. It is, I am able to state that, yes, sir.

Q. Now then, I desire to call your attention also to the map——.

A. I stated the map portion of it was prepared by the United States Government. The original map was. It has been arranged by the engineers to show the scheme of the Cuyahoga River Power company.

Q. Those topographical maps are made by the government?

A. Yes.

Q. Have you seen the map attached to the deposition, marked in this deposition, under date of March 13, 1914, Plaintiff's Exhibit Two, Jessie McLardy, Notary Public?

A. Yes, sir, I have seen it and am familiar with it.

101 (Said map is hereto attached, attached to said deposition and marked Plaintiff's Exhibit Two, Jessie McLardy, Notary Public, and made a part hereof.)

Q. Do you know whether or not this map accurately sets forth the project of the Cuyahoga River Power Company?

A. It does the project as outlined by the von Schon report.

Q. And have you examined this map in connection with the topographical map, Exhibit One, attached to the deposition, so as to know the comparative scale on which the two maps are drawn?

(Said map is hereto attached, attached to said deposition and marked plaintiff's Exhibit One, Jessie McLardy, Notary Public.)

A. I have—well I don't know as to scale but I believe it's the same scale. I never looked at it as to scale, but it apparently shows the entire thing taken from a topographical map, rivers a little enlarged.

Q. And it correctly shows the project of the Cuyahoga River Power Company, according to the von Schon plan?

A. It does.

The Court: Are you offering those maps in evidence?

Mr. Mather: They are already a part of the deposition, are you going to offer the deposition?

Mr. Frank: Yes.

Mr. Frank:

Q. From your knowledge and familiarity with the plan and project of the Cuyahoga River Power Company are you able to state whether or not in the event that project is constructed and development made, the property described in the petition here is necessary to carry out the project?

A. I am able to state so, yes, sir.

Q. And is it necessary?

A. Absolutely necessary. It could not be constructed without.

102 Cross-examination.

By Mr. Mather.

Q. Are you familiar with the location of the steam power plant

he Northern Ohio Traction & Light Company and the location
ts hydro-electric plant, and the dam?
. In a general way.
. What would you say the effect of that project would be to the
perty of the Northern Ohio Traction & Light Company?
. What do you mean by effect?
. As to the uses of the property described in the petition.

bjected to.
he Court: I think that's a question of defense.
Ir. Frank: The power house wasn't there when the proceeding
commenced.
he Court: You may answer.
laintiff excepts.
he Court: I believe I will sustain the objection to that question.
Ir. Mather: Note and Exception. If the Court Please, this is
erent from the ordinary proceeding. We have no answer. The
ute makes the issues and where they put on a witness and attempt
rove something to the effect that they have the judicial right
nake the appropriation, I take it anything that tends to prove
isprove that right is competent, whether it comes from our wit-
es or theirs, and the line of proof is not followed and could not
be followed as in the ordinary civil action in which there are
pleadings before the court. The Statute makes the issue.
The Court: Objection sustained.
efendant excepts.

hereupon the Plaintiff, for the purpose of further maintaining
issues upon its part to be maintained, offered as a witness, one
HARD F. PALMER who being first duly sworn according to law
fied as follows:

Direct examination.

By Mr. Frank:

. Your name is Richard F. Palmer?
. Yes, sir.
. And you live in Akron?
. Yes, sir.
. You are acquainted with Mr. Willis Bacon?
. Yes, sir.
. And likewise with Mr. Will Christy?
. Yes, sir.
. I will ask you whether or not you at one time accompanied
Willis Bacon to the office of Will Christy?
. I did.
Q. Can you tell us when it was?
A. It was on the 20th day of January, 1911.
Q. And did you make—did you see Will Christy in his
e?
. I did.
. Was there a conversation between Mr. Christy and Mr. Bacon?

A. There was.
Q. Tell us what that conversation was?
A. Well in general terms Mr. Bacon inquired of him first if h was the president of the Northern Ohio Traction & Light Compan and he replied that he was. He then asked him if he had receive a proposition from him for the purchase of the Gorge property an he said that he had. And he wanted to know if he had considered i and he said he had not, and Mr. Bacon said I am here to renew th proposition and make you a price for this property. Mr. Chris replied that he would not entertain any proposition. That th property was not for sale, and that he would not entertain an proposition for the purchase of it.
Q. Did Mr. Bacon make an offer on that occasion?

Objected to.
The Court: Just tell what he said.
A. I am not absolutely certain about that deal.

Mr. Frank:

Q. Do you remember any further conversation?
A. That's practically all there was referring to this.
Q. You have mentioned the Norther- Ohio Traction & Lig Company, was that the name that was given or The Northe
105 Ohio Realty Company?
A. The Northern Ohio Realty Company was the nam The only thing I remember in that conversation is in regard to t directors of the company. Mr. Bacon inquired who were the dire tors and he said they were practically the same as the incorporato
Q. Was anything said as to any relation between the directo of that company and the directors of the Northern Ohio Tractio and Light Company?
A. Not that I remember.

Cross-examination.

By Mr. Mather:

Q. Did Mr. Davis have with him at that time any writing?
A. Mr. Bacon you mean?
Q. Yes.
A. I am not sure about that. I am not certain about that s
Q. That's all.

106 Thereupon the Defendant, for the purpose of further mai taining the issues upon its part to be maintained, recalled, f further cross examination, WILLIS BACON who being duly swo according to law, testified as follows:

Re-cross examination.

By Mr. Mather:

Q. Mr. Bacon, I hand you a document, which for identificati has been marked Defendant's Exhibit D, and I will ask you examine it and state what it is?

A. Well, it's what it purports to be on its face, a provisional offer for that property, or an alternative offer. Do you want to know whose signature that is, and so forth?

(A true copy of said Exhibit D is hereto attached at page 403-408, marked Def't's Exhibit D, and made a part hereof.)

Q. Yes?
A. It's the signature of the Cuyahoga River Power Company by myself, it's agent and attorney.
Q. Did you mail that to the Northern Realty Company?
A. I mailed it to the Northern Realty Company at exactly the same time I mailed the other one.

Mr. Mather: Can we agree on these two offers? You want them introduced as well as we I take it, and you haven't introduced them as yet.
Mr. Frank: No, I haven't.
Mr. Mather: One description of property covers two offers, one is an offer for $5,000——
Mr. Frank: You didn't make any reply—no written reply?
107 Mr. Mather: No, I don't think we did.
Mr. Mather: Examine those and if they are copies we will introduce them as exhibits.
Mr. Frank: If Mr. Bacon says they are copies we will make no objection.
Mr. Mather: It is agreed between counsel that defendant's exhibit D, are correct copies of the written offers mailed by plaintiff to the Northern Realty Company and include a description of the property like that contained in the petition.
Mr. Frank: The same property described in the petition.
(True copy of said Exhibit D is hereto attached at pages 403-408 marked Defendant's Exhibit D and made a part hereof.)

Mr. Mather:

Q. Defendant's exhibit D, that is a copy of the paper which you say you had with you when you interviewed Mr. Christy, Mr. Bacon?
A. Both of these are defendant's exhibit D?
Q. Yes.
A. Yes; I am not positive that I had the alternative offer, the one for the $4,000, with easement, but it had been mailed at the same time the other one was mailed. I am not sure it was under the same envelope.
Q. The description of real estate was identical.
A. We intended it to be the same description.
Q. And was the description you had before you when you talked with Mr. Christy?
A. I haven't compared your copies, but the description
108 accompanying both offers was the description of the property here.

Mr. Frank: I want to offer in evidence now Plaintiff's Exhibits 19, and 19-A.

Mr. Mather: We object.

Mr. Frank: And Plaintiff's Exhibit 20, which is the Von Schon plan. And plaintiff's exhibit 21, which is the printed copy referred to in the meeting of April 23, 1909.

Mr. Mather: We object to all of them.

The Court: They may be admitted.

Mr. Mather: Note our exceptions.

Mr. Frank: I now offer the Depositions,—I'll read the deposition of Daniel R. Bacon, taken at New York City, on the 13th day of March, 1914, under notice attached to the deposition.

Mr. Mather: Are you going to read them?

Mr. Frank: Yes.

Mr. Mather: Why can't they be offered with the agreement that defendant objects to the introduction of the depositions on the ground that they are incompetent and irrelevant.

Mr. Frank: That is, they go in subject to an objection on your part?

Mr. Mather: Yes.

Mr. Frank: I am satisfied.

Mr. Mather: Our objection to the depositions are that they purport
to be the depositions of two experts, who testified to the
109 project and plan of the Cuyahoga River Power Company, and
we claim there is nothing which shows that it is the project and plan of the Cuyahoga River Power Company.

The Court: Do the depositions themselves show they have gone over the plans and specifications submitted by the engineers?

Mr. Mather: No.

Mr. Frank: There is no objection on the ground of notice or anything of that sort?

Mr. Mather: No, we were there, and we can't object to that.

The Court: They may be admitted for the present.

Defendant excepts.

Mr. Frank: We rest in chief.

The Court: Call your witnesses.

110 Thereupon, the Defendant, for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness, FRED S. BORTON, who being duly sworn according to law testified as follows:

Direct examination.

By Mr. Mather:

Q. Your name is Fred S. Borton?

A. Yes, sir.

Q. And you reside in the city of Cleveland?

A. Yes, sir.

Q. Mr. Borton, state what position, if any you held with the Akron Bedford and Cleveland Railroad Company in 1897?

A. I was Secretary of the Company.

Q. And had you been secretary of that company since its organization?

A. I had.

Q. Do you—are you acquainted with the property which was deeded by Millbank to Henry A. Everett, and known as the Gorge Property?

A. Very well.

Q. Where is that property located?

A. Running from Cuyahoga Falls, down the Cuyahoga river, on which the present Gorge Power Plant is located.

Q. And does it embrace and include the bed and stream of the Cuyahoga River?

A. It does.

111 Q. And the banks on either side?

A. On either side.

Q. Do you know when that property was purchased, or about when?

A. I am not familiar enough with the date to give the date.

Mr. Mather: I will introduce the deed later. This is preliminary. For your information it was December 14, 1897, and I will introduce the deed.

Q. Do you know who paid the consideration—(Objected to) for the property purchased at that time and deeded to Jeremiah Millbank, by his executor and executrix to Henry A. Everett?

Objected to.

The Court: How could you claim that was material?

Mr. Mather: We expect to show that The Northern Ohio Traction and Light Company has always owned this property. That it was not the property of the Northern Realty Company; that it was purchased originally by the Akron, Bedford and Cleveland Railroad Company, and that Henry A. Everett was the bare and naked trustee of the legal title. That later the Northern Ohio Traction & Light Company succeeded to all the property rights of The Akron Bedford and Cleveland, and owned this property long before this suit was instituted, and will follow that up by the development of this identical property, for identically the same purpose for which they are seeking to appropriate it. The property was never conveyed by Henry A. Everett until he conveyed it less than

112 a month before this suit was commenced.

The Court: You may answer the question.

Plaintiff excepts.

A. The property was paid for by the A. B. C. Railroad.

Mr. Mather:

Q. By the A. B. C. Railroad, you mean what?

A. The Akron Bedford and Cleveland Railroad.

Judge Davis: We don't want to interpose an objection to every

question. We wish it understood we object to this whole line of this testimony, and have our exception.

The Court: Yes.

Mr. Mather: Do you know what company later succeeded to all the property rights of the Akron Bedford and Cleveland Railroad Company?

Objected to.

The Court: The deed or contract would be the best evidence.

Mr. Mather: If they want us to introduce two or three volumes of corporation records we can do it.

Q. How long after 1897, or after this property was purchased Mr. Borton, did you continue as secretary of the Akron, Bedford and Cleveland Railroad Company?

A. I don't remember.

Q. Do you know as a matter of fact who paid the taxes on this property after it was purchased and deeded to Henry A. Everett?

A. If I could answer that by saying, the property was cared
113 for by the company exactly as all other property of the company.

Q. Do you know whether Mr. Henry A. Everett at the time or soon after *the* acquiring this property entered into any writing that had relation to the nature in which, and the manner in which, the property was held by him?

A. I do know that.

Q. Do you know where that document is?

A. I do not.

Mr. Mather: We will later show that that document was lost, and cannot be found. I have copies of parts of it and remember in substance the declarations, but what I want Mr. Borton to testify to is the contents of that, and we will make his answer competent by the testimony of other witnesses.

Judge Davis: We object to that.

Mr. Mather:

Q. Did you prepare that writing Mr. Borton?

A. The declaration of trust?

Q. Yes, sir.

A. I did.

Q. Did you write it out yourself?

A. It was a typewritten document.

Q. Did you dictate it?

A. It was prepared for us by our attorneys.

Q. Have you seen it?

A. Yes, sir.

Q. Do you know whether Mr. Henry A. Everett signed it?

A. I do.

Judge Davis: Why don't you produce him? We object to that answer.

14 Mr. Mather:

Q. Do you know Mr. Henry A. Everett?
A. I do.
Q. What would you say as to his physical condition, is he able to testify in a lawsuit?
A. He is not.
Q. Is he in such shape that his deposition could be taken ?
A. No.

Cross-examination.

By Mr. Frank:

Q. Mr. Everett attends meetings of the board of directors of the Northern Ohio Traction & Light Company?
A. He does.
Q. Where does Mr. Everett live?
A. Willoughby, Ohio.
Q. And what official position does he hold in the Northern Ohio Traction & Light Company?
A. He is the president of the company.
Q. And have you any official position with the traction company now?
A. I am one of the directors.
Q. And Mr. Everett is also a director?
A. He is.
Q. Your directors meet how often?
A. Once a month.
115 Q. Mr. Everett attends those monthly meetings?
A. Largely—most of the time.
Q. And presides at the meetings?
A. He does not.
Q. Mr. Everett is a stockholder in the traction company?
A. He is.
Q. How much stock does he hold?

Objected to—objection sustained.

Mr. Mather: This whole line is incompetent because Mr. Everett is no more competent to testify as to that declaration of trust that any other person.

The Court: Go ahead.

Mr. Frank:

Q. When was this document you have spoken of signed?
A. I am not able to give any dates in that connection. It's a number of years ago, and I would not be able to remember them of course.
Q. Where was it signed?
A. I don't know.
Q. You don't know where it was signed?
A. I do not at this moment.
Q. Was it placed on record in any recorder's office?

A. Filed in the company's office only.

Q. In the company's office only—you say you don't know where it was signed?

116 A. No.

Q. You don't know then that you were present when it was signed?

A. I prepared the article for Mr. Everett's signature, and carried it through until it was finished, and saw that the paper was filed with the company's papers.

Q. You don't know that it was signed in your presence?

A. No.

Q. You have no—you have no recollection of the actual fact of signing it?

A. No.

Q. Your recollection extends to the preparation of a document and afterwards carrying that document in the company's files?

A. The completed document in the company's files.

Q. When did you last see the document?

A. My answer is that I have not been associated officially with the company for a number of years; I have had no reason to see it.

Q. As near as you can tell us when did you last see the document—have you seen it since your typewriter prepared it?

A. I saw it when it was prepared and signed finally,—and fully completed.

Q. When you speak of filing it, what do you mean? What did you do with it?

A. Put it away with the company's papers, with the valuable papers.

117 Q. Where was your office at that time?

A. In the Garfield Building in Cleveland.

Q. You severed your official connection with the company on what date?

A. I don't remember.

Q. Can you tell us about when?

A. I can tell by the records. My records of meetings will show.

Q. I infer from your answer that you were secretary of the street railroad company known as the A B and C?

A. Akron Bedford and Cleveland.

Q. And were you—did you ever hold any other official position with that company except as secretary?

A. The Akron Bedford and Cleveland?

Q. Yes?

A. No.

Q. Can you tell how long you were secretary of that company?

A. Only by referring to the record book.

Q. If you have your record book there of the company tell us how long you were secretary of the company by referring to it, if you can?

A. All right. While I am turning these leaves I can answer any other questions. I was secretary at the record of the last meeting included in this book, which was July 3, 1899. I was secretary at

e last meeting included in this book, July 3, 1899, held at 615 arfield Building.

Q. At that time had the title to this property already been taken in Mr. Everett's name in 1899, do you know?

A. It was taken at the time of the purchase.

Q. Do you know whether that was as early as 1899?

A. It was earlier. It was 1897.

Q. The record book which you have there is that the record ok of the Akron Bedford and Cleveland Railroad from its organi-tion?

A. It is.

Q. Have you any record of the Akron Bedford and Cleveland mpany there, directing or authorizing the purchase of this Gorge operty—have you such a record?

A. I haven't been asked to look over the record for that purpose, t I assume the officers of the company have that.

Q. Do you know of any such record?

A. I neither know of it nor against it. I haven't read the record r years.

Q. Do you know why the title to that property was taken in Mr. verett's name?

A. I—

Q. Do you know?

A. Do, I know? Yes.

Q. Tell us?

A. Properties were bought at the time of the organization of the mpany, some small parts of which might be sold if it seemed sirable, and it was always thought if this real property became rt of the property covered by the mortgage of the company it could not as readily be disposed of as if it were done in that way.

Redirect examination.

By Mr. Mather:

Q. You were also at the time a director of the Akron Bedford d Cleveland Railroad?

A. I am not sure of the time, I was director during part of the me.

Q. Do you know for what purpose the Millbank or Gorge prop-ty was acquired by the Akron Bedford and Cleveland Railroad mpany?

Objected to—objection overruled—plaintiff excepts.

A. It was bought for the purpose of future development.

Q. For what purpose?

A. For water power.

Q. Are you acquainted with Mr. Henry A. Everett's signature?

A. Very well.

Q. You have seen it frequently or not?

A. Very frequently.

Q. Many times?
A. Many times.
Q. Did you see a signature to the instrument which you have termed a declaration of trust on the Millbank property?
A. Yes, sir.
Q. What would you say as to whether or not it had on it Henry A. Everett's signature at the end of the typewritten document?
A. It did.

120 Recross-examination.

By Mr. Frank:

Q. At the time this property was purchased your company had in mind the construction of a track from the Gorge Road along the old race bank of a race northerly to Cuyahoga Falls, did you not?
A. Northerly to Cuyahoga Falls?
Q. Yes.
A. I never heard it mentioned.
Q. And you know that where your railroad track crossed the Cuyahoga River up at the Gorge, what is called the Gorge, you know that place?
A. Very well.
Q. You know that just beyond it there was, prior to 1899 a steep up-grade as you left the river bank?
A. Yes.
Q. And in addition to being a steep grade there was a sharp curve that made an angle of fully ninety degrees, was there not a curve of ninety degrees?
A. Outside of the technicalities I remember there was a bad curve and grade.
Q. And that the tracks of the company were on the outer edge of the highway and next to a very steep precipice that sloped down to the river, you remember that?
A. Yes.

Q. And you remember also, do you not, that on this Gorge
121 property purchased from Mr. Millbank there was the remains of an old race way and race way bank?

A. Yes.
Q. Did your company not at that time have in contemplation the construction of a track from the river bank just before reaching that steep grade up along that raceway bank to get into Cuyahoga Falls on an easier grade?
A. I never heard it mentioned.
Q. That's all.

Mr. Frank: You understand that our objection extends to all that line of testimony, so that we will get the objections and exceptions.

Witness: One of the earlier questions asked me was whether I was secretary of the company at the organization, and I was not.

nerely want to correct that. I succeeded Mr. Beilstine in the very ly meetings, as is shown by the record.

Thereupon the defendant for the purpose of further maintaining e issues upon its part to be maintained, offered as a witness, one F. Moore who being duly sworn according to law testified as lows:

Direct examination.

By Mr. Mather.

Q. Your name is C. F. Moore?
A. Yes, sir.
Q. And you reside in the city of Akron?
A. Yes, sir.
Q. What is your position with the Northern Ohio Traction & Light Company?
A. Secretary.
Q. And how long have you been secretary of that company?
A. Since the organization of the company.
Q. And do you recall the date the company was organized?
A. I think the 29th of December, 1902.
Q. I hand you here a book, marked Defendant's Exhibit E, and you to examine it and state what it is?
A. It's the record book of the Northern Ohio Traction Company.

(Said exhibit and question are later withdrawn and said exhibit not attached hereto for that reason.)

Q. Does it contain the records of any other company besides the rthern Ohio Traction Company?
A. No, sir.
Q. I call your attention to page——

Mr. Mather: Withdraw that entire question and exhibit.

Q. I hand you paper marked defendant's Exhibit E, and ask to examine it and state what it is?
A. It's a certified copy of the original agreement between the ron Traction and Electric Company and the Akron Bedford and veland Railroad Company.

A true copy of said paper is hereto attached at page- 409-430, rked: Defendant's Exhibit E, and made a part hereof.)

Q. Does this recite that the consolidated companies' name is known as The Northern Ohio Traction & Light Company?
A. I believe it does.
Q. Were the Akron Bedford and Cleveland Railroad and the ron Traction and Electric Company, consolidated at this time?
Objected to.
Q. What became — the consolidated company mentioned in this ibit?
Objected to.

The Court: Oh, you may answer.
Plaintiff excepts.

Mr. Mather:

Q. What company became the consolidated company mentioned in this exhibit?
A. The Northern Ohio Traction Company.
Q. Did the Northern Ohio Traction Company later change its name to the Northern Ohio Traction and Light Company?

Objected to.

The Court: The certificate is the best evidence.
Mr. Mather: We will furnish the certificate if the court or counsel insist on it.
The Court: That doesn't go to the merits of this any way.

Mr. Mather:

Q. I hand you document marked Defendant's Exhibit F, and ask you to examine it and state what it is?

Mr. Frank: I object to his stating the contents of it.

(Said exhibit is hereto attached at page 88, marked: Defendant's Exhibit F, and made a part hereof.)
A. This is a payment of the $20,000 mortgage, the last payment on the Gorge property.

DEFENDANT'S EXHIBIT F. (TRUE COPY)

Form 5 311 6-10-13 21657

No. 6459 $ 20,151.67

Jos. Milbank and Elizabeth M. Anderson.
New York.

For Payment of Note.

Month of January 1916.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account		10.00	
Material on Hand, Cuyahoga Falls			
"XXXXXXXXXX			
Electrical Supplies			
The Gorge Property		20,000.00	
Interest Prepaid		141.67	

1	Supt. Ways and S.				Brought		
2	Ball			54	Mis. p'rp't mp. & ex.		
3	Ties			55	Sub st'a mp. and exp.		
4	Rails			56	Power purchased		
5	Rail F'st'ng & Joints			57	Power exch'n'd Bal.		
6	Specia Work			58	Other operations, Dr.		
7	Underground con'ts			59	Other operations, Cr.		
8	R. and T. Labor			60	Pass. con., mot., tr'm		
9	Paving			61	Ft. & ex. " " "		
10	Misc. R. & T. exp.			62	Mis. car service emp.		
11	Cleaning & Sanding			63	Mis. car service exp.		
12	Remov, snow, ice, s'd			64	Station employees		
13	Tunnels			65	Station expenses		
15	Bridg., trus, & culv.			66	Carhouse employees		
16	Cross'gs, fence, signs			67	Carhouse expenses		
17	Signal & in'tl'k'gsys			68	Op. sig'l int'tl'k'g sys		
18	Tel. & telg. systems			69	Op. tel. & telg. sys.		
19	Other mis. way exp.			70	Ex. frt. coll'ns & deliv.		
20	Poles and fixtures			71	Loss and damage		
21	Undergr'd conduits			72	Other transp'n exp.		
22	Transmission system			73	Sal. & ex. gen. of'rs		
23	Distribution system			74	Sal. ex. gen. of cks.		
24	Misc. electric line exp.			75	Gen. of Sup. & ex		
25	Buildings & structures			76	Law expenses		
26	Dep'c'n way & str's			77	Relief Dept. exp.		
27	Other operations, Dr.			78	Pensions		
28	Other operations, Cr.			79	Mis. general exp.		
29	Super. of equipment			80	Other operations, Dr.		
30	Power plant equip't			81	Other operations, Cr.		
31							

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....
233 Repairs customers' installation.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

124 *Statement.*

Principal		$20,000.00
Interest Dec. 14th 1905 to Feb. 4th, 1906, at 5% (1 month—21 days)		141.67 [1]*
Release	$5.00	
Bank Charge	5.00	10.00
Total		$20,151.67
[If not paid Till Feb. 5th add		2.77]*
		[———]*
		[$20,154.44]*

125 The Northern Ohio Traction & Light Company to Thomas W. Culdwell, Att'y for Jos. Milbank and Elizabeth M. Anderson.

Jan'y 31, Note secured by mortgage on Gorge Property	$20,000.00
Int. on same from Dec. 14/05 to Feb. 4/06	141.67
Charges for release	5.00
Bank " " making exchange	5.00
	20,151.67

O. K.
C. F. M.

Received February 1, 1906, of The Northern Ohio Traction and Light Company, twenty thousand one hundred and fifty one and 67/100 dollars in full of the above account.
$20,151.67.

THOS. W. CAULDWELL,
Att'y for Elizabeth M. Anderson and Joseph Milbank.

126 The Northern Ohio Traction & Light Co. No. 5786.

AKRON, OHIO, Jan. 31, 1906.

Pay to the order of Chas. Currie, General Manager $20,151.67 Twenty thousand one hundred and fifty one & 67/100 Dollars.
To The Central Savings & Trust Co. Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

[Endorsed:] Pay to Thomas W. Cauldwell Att'y for Joseph Milbank and Elizabeth W. Anderson or bearer. Chas. Currie, Gen. Manager.

127 DEFENDANT'S EXHIBIT F.

128 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

[1]* Words and figures enclosed in brackets erased in copy.]

129 Mr. Mather:

Q. Are you able to state Mr. Moore, from personal knowledge who paid the mortgage on the Gorge property? After it was purchased from Mr. Millbank?

Objected to—objection overruled—plaintiff excepts.

A. The Northern Ohio Traction and Light Company.

Q. Do you know how much the mortgage amounted to?

A. $20,000.00.

Q. And that, with interest, was paid by the Northern Ohio Traction and Light Company?

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir.

Q. Do you know as a matter of fact who paid the taxes on the Gorge property from the time the Northern Ohio Traction and Light Company was organized to the present time?

Objected to—objection overruled—plaintiff excepts.

A. The Northern Ohio Traction and Light Company paid the taxes.

Q. Do you know who has had possession of the Gorge property since it was purchased from the Millbanks in 1897?

A. The Northern Ohio Traction and Light Company.

Q. That is from the time the Northern Ohio Traction and Light Company was organized?

A. Yes, sir.

Q. What has it done with respect to that property to your knowledge, not only so far as the development of power is con-

130 cerned, but with respect to any other buildings or structures and superintending it?

Mr. Frank: Prior to the commencement of this suit.

Mr. Mather:

Q. Prior to the 20th day of January 1911?

A. Negotiations were had with power engineers for developing the water power on the property and some expenditures were made

Q. Have any buildings of any kind or character been built on the Gorge property prior to January 20, 1911? Who built the pavilions and buildings of that sort?

A. The pavillion was built, I think originally by the Akron Bedford and Cleveland railroad.

Q. It was on at the time the Northern Ohio Traction and Light Company bought it?

A. Yes, sir.

The Court: What pavillion is that?

A. The dancing hall.

Mr. Mather:

Q. Has anybody else than The Akron Bedford and Clevelan

Railroad Company or the Northern Ohio Traction and Light Company exercised any rights over that property to your knowledge?

Objected to.

The Court: Tell what they have done Mr. Moore with regard to that property.

A. A large power house has been built——

Mr. Mather: No, I mean what has anybody other than the Akron Bedford and Cleveland railroad or the Northern Ohio Traction and Light Company had to do with the property?

131 A. No other company has had anything to do with it except some subsidiary companies.

Q. Any individuals?

A. No, not that I know of.

Q. I hand you a book marked Defendant's Exhibit G, and ask you to examine it and state what it is?

A. That is record book number one of the Northern Ohio Traction and Light Company.

Q. Calling your attention to page 194 of that book I will ask you to state what those minutes are a record of?

Objected to—objection overruled—plaintiff excepts.

A. Those minutes are a record of the directors' meeting held October 8, 1906.

(True copy of said exhibit is hereto attached at page 92 marked: Defendant's Exhibit G, page 194, and made a part hereof.)

Q. Were you secretary of the meeting?

A. Yes, sir.

Q. Were you present?

A. Yes, sir.

Q. Are you able to say whether or not that is a correct recitation of the things done by the directors at that meeting?

A. It is.

132 (True Copy of: Defendant's Exhibit G page 194.)

"A proposition for the leasing of the Gorge property for 99 years at $2400 per year and taxes by Willis Bacon, Attorney at Law, Tiffin, Ohio, was submitted to the board, and after a thorough discussion of the same, upon motion, duly seconded, was rejected.

"The question of the utilization of water power on the property known as the "Gorge" was discussed, and on motion, the Vice President, was authorized to procure data on the development of the same and report to the board.

Defendant's Exhibit G, page 194.

133 Mr. Mather: I want to read from page 194, of the record, the following:

(Thereupon Counsel read said Exhibit G, page 194, to the court. Said exhibit is hereto annexed at page 92.)

Mr. Mather:

Q. Do you know as a matter of fact Mr. Moore whether or not anything was done — what was done with respect to the Gorge property so far as The Northern Ohio Traction and Light Company was concerned in the matter of ascertaining its value for water power purposes?

A. Engineers have done some work from time to time.

Q. Made reports?

A. Yes, sir.

Mr. Mather: We offer page 194, beginning with the words: "The proposition for the leasing of the Gorge—" and ending with "report of the board."

(A true copy of said exhibit is hereto attached at page 92 marked: Exhibit G, page 194, and made a part hereof.)

Mr. Mather:

Q. I hand you book, marked Defendant's Exhibit H, which has printed on the back thereof: "Record Book No. 2, Northern Ohio Traction and Light Company," and ask you to examine it and state what it is?

A. That's record book number two of the Northern Ohio Traction and Light Company.

134 Q. I call your attention to page 161, and ask you to state what that purports to be a minute or record of?

(A true copy of said Exhibit is hereto attached at page 94, marked: Defendant's Exhibit H, page 161, and made a part hereof.)

A. That's a record of the meeting of the board of directors on February 25, 1910.

Q. Were you secretary of that meeting?

A. Yes, sir.

Q. Were you secretary of the company at that time?

A. Yes, sir.

Q. Are you able to state that the things recited on that page are correct as a report of the things done by the directors at that meeting?

A. Yes, sir, they are.

Mr. Mather: I offer in evidence from page 161, this language,—

Objected to—objection overruled—plaintiff excepts.

(Defendant's Exhibit H, page 161.)

Mr. Mather: "The advisability of employing an expert for the purpose of securing a suitable location, devising plans, specifications, etc., for a new power house was discussed and on motion duly seconded and unanimously carried the power committee was authorized and given full power to employ experts for the above mentioned purpose." (Defendant's Exhibit H, page 161.)

135 Mr. Mather:

Q. I call your attention to page 183, of the same record book, and ask you to state what that purports to be?

(Said Exhibit is hereto attached, at page 95, marked: Defendant's xhibit H, page 183, and made a part hereof.)

A. That's a part of the minutes of December 30, 1910.
Q. That is a record of the meeting of the board of directors of the orthern Ohio Traction and Light Company held at that time?
A. Yes, sir.
Q. Were you secretary of that meeting?
A. Yes, sir.
Q. And secretary of the company at that time?
A. Yes, sir.
Q. Are you able to say whether the things recited in that record re a correct description of the things done by the board of direcrs at that meeting?
A. Yes, sir.

Mr. Mather: I offer from page 183 the following, which I will ad into the record:
(Defendant's Exhibit H, page 183.)
"Resolved that the officers of the company be authorized to purhase approximately 57 acres of additional property at the Gorge a price not to exceed $10,000 for the purpose of improving and veloping water power.
"On motion duly seconded and carried the employment of W. E. avis at a salary of $6,000 for one year as an electrical engineer nd superintendent of construction for the building of the new ower plant at the Gorge is hereby ratified and approved."
(Defendant's Exhibit H, page 183.)

36 Mr. Mather:

Q. Now, Mr. Moore, did you ever see a writing purporting to have een signed by Henry A. Everett with respect to the title to the orge property purchased from Millbanks, and deeded by Millnks to Everett?
A. Yes, sir.
Q. Have you had it in your possession?
A. Yes, sir.
Q. What kind of an instrument was it, typewritten or otherwise?
A. Typewritten.
Q. How long did you have it in your possession?
A. Well it's been in the possession of the company ever since I ave been with the company I think.
Q. And that was beginning what year?
A. I originally started there—the first of May it will be fifteen ears.
Q. Do you know where that document is now?
A. I do not.
Q. Where was it kept when it was in your possession?
A. It was kept in our vault.
Q. Have you seen it from time to time?
A. Yes, sir.

137 Q. When did you last make a search for it?
A. I searched for it a number of times in the last few days.
Q. Are you able to find it?
A. No, sir.
Q. Are you familiar with the signature of Henry A. Everrett?
A. I am.
Q. Would you say his signature was attached to that document?
A. It was.
Q. At the end of it?
A. Yes, sir.
Q. Do you remember of ever having handed the document over to me?
A. Yes, sir.
Q. Do you remember when that was?
A. Well it was two or three years ago.
Q. About the time Mr. Bacon began his other suit here for the Cuyahoga River Light Heat and Power Company?
A. Yes, sir.
Q. And you haven't seen it since?
A. I haven't seen it since.
Q. Do you know anything about the contents—do you remember the contents of the things recited in that instrument?
A. Not word for word. It was a deed of trust.
Q. That's what you term it—well that's all.
138 A. A declaration of trust rather.

Mr. Mather: I think that's all.

Cross-examination.

By Mr. Frank

Q. So you gave that writing to Mr. Mather?
A. Yes, sir.
Q. When was that?
A. Two or three years ago. I don't remember exactly.
Q. You don't remember the contents of the paper?
A. No, I can't say just what the contents were—any more than it was a declaration of trust reciting the property there in question.
Q. Does your company have any system of keeping copies of records in your files?
A. Well——
Q. Copying into books or otherwise?
A. We usually do have copies.
Q. Have you—do you have a copy of this document?
A. No, we do not.
Q. Do you know what the date of this document was? What date it bore?
A. No, not exactly.
139 Q. When did you first see the document?
A. Oh, I may have seen it back as far as twelve or fourteen years ago.

Q. You may have?
A. Yes, sir.
Q. Have you any definite recollection about that?
A. That's been in our possession a long time and I have seen it at different times.
Q. Coming back now to this Gorge Property, there was at one time a dancing pavilion located on a part of the Millbank property was there not?
A. Yes, sir.
Q. That property was on the further side of the river?
A. The North side.
Q. And was pretty well towards the top of the bank of the river?
A. Perhaps half way.
Q. And that pavillion was constructed shortly after the property went into Mr. Everett's name was it not?
A. It was constructed during the time of the Akron Bedford and Cleveland Railroad Company's ownership.
Q. And not so very long after the asquisition of the property—taking the title in Mr. Everett's name, whatever the fact of ownership was?
A. No, I think not.
140 Q. It wasn't so very long after that?
A. No, I think not.
Q. That pavil*l*ion was used for amusement purposes?
A. It was intended for a dance pavilion.
Q. And it was maintained for a series of years in that relation?
A. Just a short time.
Q. Well for a number of seasons?
A. When I say that I mean by the company.
Q. For a number of seasons there was an orchestra at stated times in the week, once and twice a week?
A. I think the first year there was after we acquired the property.
Q. The company made the attempt to develop that into a resort did they not?
A. Well I think only to that extent.
Q. To that extent, and people did not come there so that after a season or two or three seasons it was abandoned, that is about the size of it?
A. Yes, sir, well as a resort it was not a profitable investment.
Q. And after a few seasons it was abandoned?
A. Well not any more so than it is now. It is thrown open to the public now just as then.
Q. There is no longer any orchestra there?
A. No.
Q. And dances were no longer held there?
141 A. In the last years we have leased the concession there to another party and he is at liberty to do as he pleases.
Q. What has he done with it?
A. He has had a little dancing there, and roller skating.

Q. And when that pavillion was built the idea was to develop a place of amusement or resort there?

Mr. Mather: You will allow me to interrupt, the pavillion is not within the limits of the property you are seeking to appropriate, and I think it's a waste of time.

The Court: Is it outside of the property you are attempting to appropriate?

Mr. Frank: We don't concede that.

Mr. Bacon: Yes.

The Court: Mr. Bacon says it is.

Mr. Frank:

Q. Do you know of any resolution or record of any kind in your possession, or the possession of your company, relating to the purchase of this property, at the time it was purchased from Mill Bank?

A. No, I do not know of any.

Q. Do you know of any resolution or record of the company——

Mr. Mather: What company?

Mr. Frank:

Q. The Northern Ohio Traction and Light Company, at the time this property was deeded by Mr. Everett to The Northern Realty Company?

A. I can't think of any now.

Q. You know of none, in fact?

142 A. No, off hand I don't know of any. I can't think of any.

Q. Are you able to state how much money was paid to Mr. Everett at the time of the delivery of the deed for the property to the Northern Realty Company?

A. How much was paid to Mr. Everett?

Q. Yes.

A.I don't think there was any paid to him.

Q. Do you know what in the way of property, stocks or bonds was transferred to him at the time of his conveyance to the Northern Realty Company?

A. No, I do not.

Q. Is there any record of the company on the subject?

A. Not that I know of.

The Court: Were you connected with the Northern Realty Company?

A. Yes, sir.

Mr. Frank:

Q. Are you an officer of The Northern Realty Company?

A. Yes, sir.

Q. Did the traction company—you are vice president?

A. Of the Northern Realty Company, yes, sir.

Q. Did the traction company pay anybody any money, property, stocks or bonds at the time this deed for the gorge property was transferred to the Northern Realty Company?

A. No, I think not.

143 Q. Did the Northern Realty Company pay to any one, either to the traction company or Mr. Everett any money, property, bonds, stocks?

A. No, not that I know of.

Q. I call your attention to plaintiff's exhibit twenty-two, purporting to be the annual report of the Northern Ohio Traction and Light Company, for the year 1910, and to page ten of the same, to table A, and ask you what the item of $176,388.22 under the item of current assets, and The Northern Realty Company, represents?

Objected to.

Mr. Mather: I will go on the stand about this realty company and will answer those question-. I organized it.

The Court: You may answer.

Defendant excepts.

Mr. Frank:

Q. I am asking you what the item of $176,388.22 in table A, represents, opposite the name of the Northern Realty Company?

A. That represents money that's been expended for property and real estate.

Mr. Mather: By whom?

A. By the Northern Ohio Traction and Light Company.

Mr. Frank:

Q. What connection has that with the Northern Realty Company,—why is that put under the Northern Realty Company?

A. The Northern Realty Company was organized for the purpose of handling property that is not in daily operation in connection with the traction company.

144 Q. Then this sum represents money expended by the traction company on account of property that stands in the name of the realty company?

A. Yes, sir.

Q. And paid out by the traction company?

A. Yes, sir.

Q. You are not able I take it to state what items of payment make up this sum of money?

A. No, I am not off hand.

Q. Nor what properties are involved?

A. No. Various real estate transactions.

Q. Mr. Moore, referring to the record in volume one, at page 194, of the records of the Northern Ohio Traction and Light Company, under date of October 8th, 1906, with reference to the proposition of Willis Bacon, it was about that time and in connection with negotiations which Mr. Bacon had with your company that the suggestion of a water power plant in connection with the Gorge property first came up, was it not?

A. Well, the question came up at various times, but I think there was a little more said at that time than there had been prior to that.

Q. It was at about this time——

Mr. Mather: I object. We think the question is entirely incompetent. This suit wasn't begun until January 1911, and the
144½ plaintiff in this case wasnt' organized until that time. Now what is the difference what the Northern Ohio Traction Company did prior to 1906.

Mr. Frank: Why did you offer it?

Mr. Mather: I wanted to show Mr. Bacon knew it was the property of the Northern Ohio Traction and Light Company.

Mr. Frank:

Q. It was about this time was it not that—and not before this time that the matter of utilizing this property possibly for water power purposes was first thought of?

Mr. Mather: I object. He can't answer whether it was thought of by the corporation or not.

Objection overruled—defendant excepts.

A. It was at that time that our negotiations were on with Mr. Bacon.

Mr. Frank:

Q. You have no prior time—no record before this time on the subject of using this property for water power, have you?

A. Well—you mean——

Q. None in your record book?

A. I don't remember of anything prior to that.

Q. You haven't found anything prior to that?

A. Well, I haven't looked very much for anything prior to that.

145 Re-direct examination.

By Mr. Mather:

Q. You know as a matter of—or do you know as a matter of fact that the Northern Ohio Traction and Light Company, by its officers, had considered the development of the Gorge property long before this proposition was submitted by Mr. Bacon?

A. Yes, sir.

Objected to.

Judge Davis: We object on the ground that the action of the company must be proven by its records.

The Court: I don"t see why it makes any difference whether they did have any intention before that time or not. I will sustain the objection.

Thereupon the defendant for the purpose of further maintaining e issues upon its part to be maintained, offered as a witness, one, HARLES CURRIE who being duly sworn according to law testified follows:

Direct examination.

By Mr. Mather:

Q. Your name is Charles Currie?
A. Yes, sir.
Q. What position do you hold with the Northern Ohio Traction d Light Company?
A. Vice President and General Manager.
Q. How long have you been the vice president and general manager?
A. About twelve and a half years.
Q. Are you familiar with the entire property and system of the rthern Ohio Traction and Light Company?
A. Yes, sir.
Q. What business is it engaged in?
The Court: Let us agree. We all know that.
Mr. Mather: I want it in the record.
A. In the traction, light, and power business.

Mr. Mather:

Q. Describe its railway system as to extent and locality.
A. The system consists of 233 miles, and the interurban lines erate from Newburg Ohio to Urichsville, Ohio.
Q. Through what municipalities?
A. Through Cuyahoga, Summit, and Stark and Tuscarawas.
Q. That's the counties,—municipalities?
A. The village of Newburg, Bedford, Northfield, Macedonia, uyahoga Falls, City of Akron, village of Brittain, Greentown, New erlin, city of Canton, city of Massillon, village of Navarre, village Beech city, Justice, Canal Dover, village of New Philadelphia, llage of Urichsville. That's the extent of the interurban.
Q. Now what other interurban lines have you?
A. The interurban lines operating from Wadsworth Ohio to Ranna Ohio.
Q. Through what municipalities?
A. Village of Wadsworth, Barberton, Village of Kenmore, through the city of Akron, village of Cuyahoga Falls, the village of Kent, and Ravenna.
Q. What municipal street railways do you operate?
A. Operate lines in the city of Akron, City of Canton, City of assillon.
Q. And what other business besides that of transportation is the mpany engaged in?
A. In the light and power business.
Q. What is the extent of its distribution for light and power, over hat territory?

A. We operate the lighting system of the city of Akron, and the city of Barberton, the village of Uniontown, Greentown, the village of Mogador, Hartville, Congress Lake, and Kenmore.

Q. In what municipalities do you do street lighting?

A. In the city of Akron.

Q. And do you do municipal lighting in all the other cities you have mentioned, that is supply municipal buildings?

A. In the villages.

Q. And likewise in the city of Akron? You light the municipal buildings in Akron as well as street lights?

A. Yes.

Q. What private lighting do you do?

A. The private lighting in Akron and Barberton and Mogador and Hartville and Congress Lake and Uniontown and Springfield center.

Q. What private contracts do you fulfill with respect to
148 furnishing electricity for power?

A. We furnish contracts to the large rubber companies of Akron, the Quaker Oats Company, The Goodrich Company, the Firestone Company —

Q. You mean the B. F. Goodrich Company?

A. The B. F. Goodrich Rubber Company, The Firestone Rubber Company, the Miller Rubber Company, the Buckeye Rubber Co., the Portage Rubber Co., The Goodyear Rubber Co., The Quaker Oats Co. Those are the large ones I can remember.

Q. I presume you don't personally know the percentage of electric energy used by these companies produced at the Gorge Power Plant?

A. Not off hand.

Q. What do you know as general manager and vice president of the company, to your personal knowledge, as to what has been done with respect to the Gorge, or Millbank property since you have been vice president and general manager, prior to January 20, 1911?

A. We have built a power plant, steam power plant, and a hydro plant.

Mr. Mather: Now I withdraw that question as to prior to January 20th, 1911, and leave it as it is. I just withdraw the question.

Q. What has been done by the Northern Ohio Traction and Light Company, with the Gorge Property, since it was acquired by Mr. Henry A. Everett from Millbanks with this property?

149 Objected to.

The Court: Up to this time?

Mr. Mather: Yes. We claim we had begun the development of this property prior to the time the suit was begun, and had a right of course to complete it. Question withdrawn.

Q. State to your knowledge, what the Northern Ohio Traction and Light Company has done with respect to the Gorge Property from the time it was acquired in 1897 by Henry A. Everett up to January 20, 1911, the date this petition was filed?

Objected to.

Objection overruled.
Plaintiff excepts.

A. We have constructed a steam power plant —
Q. No, that's since January 20th.
A. Well, we had commenced the building of a plant prior to that ime, of a steam plant.
Judge Davis: In January 1911?
A. Yes, sir, prior to that.

Mr. Mather:

Q. Do you know whether any contracts had been let for construc- ion and clearing the ground?
A. Yes, sir, engineers were engaged, and so forth.
Q. Your records will show that?
A. Yes, sir.
Q. What has been done since that time?
A. We have constructed a steam plant and a hydro electric plant.

Mr. Frank: I want an objection and exceptions to that.
The Court: I think I will let that go in.
150 Plaintiff excepts.

A. And built a dam across the river, sixty foot dam.

Mr. Mather:

Q. Sixty feet high you mean?
A. Sixty feet high.
Q. Are you familiar with the property described in the plaintiff"s petition in this case?
A. Yes, sir.
The Court: When was that dam built?
A. About a year and a half ago, completed.
Q. When was it started?
A. It was started about, just about a year ago.
Q. When did you start to build the dam?
A. The dam was started I should say about two years ago,—over two years ago.

Mr. Mather:

Q. Does the Northern Ohio Traction and Light Company utilize the power generated by the steam and hydro electric power plants, on what is known as the Gorge property for transportation purposes, and for furnishing electricity for light and power purposes?

Mr. Frank: Read the question.
(Thereupon the question was read by the stenographer as follows:

"Does the Northern Ohio Traction and Light Company utilize the power generated by the steam and hydro electric power plants on what is known as the Gorge property for transportation purposes, and for furnishing electricity for light and power purposes?")

The Court: Go ahead, you may have your exception.

151 A. Yes, sir.

Cross-examination.

By Mr. Frank:

Q. Prior to January 1911 nothing had been done in the way of construction on this property except to employ engineers?

A. Well an engineer, and a force of men were started into work under his direction.

Q. What work was done prior to January 20, 1911?

A. We had started the foundations, and had cleared,—had done grubbing, as you call it,—the clearing for our transmission lines.

Q. At what place?

A. That was from the present steam power plant West for approximately about a mile or mile and a half.

Q. Who did that work?

A. Mr. W. E. Davis, under the direction of Mr. W. E. Davis, the engineer.

Q. Who actually did the work?

A. Mr. Fred Little was the man in charge of the gang of men.

Q. Was that work let out to a contractor?

A. No, sir, this was under the direction of the Northern Ohio Traction and Light Company. Mr. Davis was hired as our engineer.

Q. What if anything did the Northern Ohio Power company do with reference to that?

A. The work was in the name of the Northern Ohio Power Company.

152 Q. All of the work of construction of that plant has been done in the name of the Northern Ohio Power Company, has it not?

A. Yes, sir.

Q. So far as the work has been let to contractors, all the contracts have been let in the name of that company?

A. Some, not all.

Q. You mean that some was not let out to contractors?

A. Some was let in the name of the Northern Ohio Power and some in the name of the Northern Ohio Traction and Light.

Q. Why did you split them?

A. I have forgotten just how that was, but I know some was taken in the name of the traction company and some the power company.

Q. But you don't know why the distinction was made?

A. No.

Q. That's all. Mr. Currie can you tell us exactly when that clearing was done that you say was done prior to December 20th?

A. I think as far as I know that was commenced in December 1910.

Q. In December 1910?

A. Yes, I think that's when the work was started.

Q. That was clearing for a power line?

153 A. Clearing for the foundations, and the power line.

Mr. Mather:

Q. Foundations for the steam power plant?
A. Yes, sir, foundations for the steam power plant.

Mr. Frank:

Q. Mr. Davis had charge of this work you say as engineer?
A. Yes, sir.
Q. And how long prior to this time this work was started had Mr. Davis been employed by the company?

Mr. Mather: I object. The record of the directors has already been introduced employing him.

Mr. Frank: I am asking how long prior to the commencement of this work had Mr. Davis been employed.

Objected to.

The Court: Do you know when they employed Mr. Davis?
A. I think it was December, 1910, but the record shows.

Mr. Frank:

Q. And it was after Mr. Davis was employed that this work you speak of was done?
A. Yes, sir.
Q. By whom was Mr. Davis employed, by what company?

Mr. Mather: Object.

Mr. Frank: His employment was for the Northern Ohio Traction and Light Company.

Mr. Mather: We admit that.

A. The record shows he was employed by the Northern Ohio Traction and Light Company.

54 Mr. Frank:

Q. And not otherwise that you know of?
A. I couldn't answer that.

Thereupon the defendant for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness E. D. ECKRODE, who being first duly sworn according to law testified as follows:

Direct examination.

By Mr. Mather:

Q. Your name is E. D. Eckrode?
A. Yes, sir.
Q. And what position do you have with the Northern Ohio Traction and Light Company?
A. Engineer of Way.
Q. And how long have you been associated with the company as engineer?
A. A number of years.

Q. Are you familiar with what is known as the Millbank or Gorg Property?

A. Yes, sir.

Q. Are you familiar with the property described in the plaintiff petition in this proceeding?

A. Yes, sir.

Q. How long have you been familiar with it?

155 A. Quite—the Gorge property I have been familiar wit that for fifteen or eighteen years.

Q. Are you familiar with the property described in the Bi Cuyahoga River Light Heat and Power Company's petition filed i the Probate Court of this county against Taylor Vaughn and Tayl and others?

A. I have seen a copy of it.

Q. I hand you here a paper marked Defendant's Exhibit J, an ask you to examine it, and say what it is?

A. It shows a map, known as the Millbank property, and pro erty adjacent and abutting on the river. Also showing the cour of the river through this property, and yellow lines, which tend t show lines 100 feet each side of the river center line.

(Said Exhibit is hereto attached, at page —, marked: Defen ant's Exhibit J and made a part hereof.)

Q. What do the two yellow lines on the North and South side the river, and parallel, or meant to be parallel with the center of th stream indicate?

A. Indicate the boundary lines of land proposed to be appropr ated by the plaintiff company.

Q. Is that a correct measurement according to the scale of th map or put in only as approximate?

A. It's only approximate.

Q. That is the two yellow lines?

A. Yes, the other is to scale.

Q. All the rest of the print on the map is to scale?

156 A. Yes, sir.

Q. And to scale as shown on the corner of the blue print

A. Yes, sir.

Q. Is there any point on this exhibit where the two yellow lin leave the center of the stream a distance of more than one hundre feet?

A. Yes, sir.

Q. At what point is that?

A. It's what is known as the—I have forgotten——

Q. At what point is it indicated on this exhibit?

A. It's on the Portage Township line.

Q. And it's marked Portage Township line on one side and Tal madge tract on the other, on the exhibit?

A. Yes, sir.

Q. I call your attention to a triangular strip as shown on thi exhibit, having within the three sides the figures 107, and immed ately after the figures 107, the word a-c-r-e-s, with the 90° angle i

the center of the stream, and the perpendicular of the angle, where it intersects the hypotenuse at the apex of the angle, having at this point the figures 450, and with the base of the triangle extending East to the point where it again intersects the yellow line, marked as a boundary, and at which point the figures,—what is that?

A. 803.

157 Q. —803 are found, and ask you to state, if you know whether that triangular strip of land is contained in the description of the premises described in plaintiff's petition in this case?

Objected to.

The Court: If you know you may answer.

Plaintiff excepts.

A. It is.

Mr. Mather:

Q. Do you know who owns that?

Objected to—objection overruled—plaintiff excepts.

A. It stands on record in the name of the Akron Bedford and Cleveland Railroad.

Q. Does the Northern Realty Company own it or any part of it?

Objected to—plaintiff excepts.

A. No, sir.

The Court: Strike that out.

Mr. Mather:

Q. Are you familiar with the location of the Northern Ohio Traction and Light Company's steam plant, on what is known as the Gorge property?

A. In a general way, yes. It is located East of what is known as our Gorge Bridge, where the railway tracks cross the river on the bank of the river.

Q. Is it close to the water's edge?

A. It is.

Q. Could you say definitely whether or not the power house structure itself is included within the limits of the property

158 described in plaintiff's petition in this case?

Objected to—objection overruled—plaintiff excepts.

A. The steam plant at the present time is located directly on the water's edge as it is at the present time, and on the edge of the slope or bank as it was before the dam was erected.

Q. What would you say as to whether it was 100 feet distant or more from the old middle line of the stream, and as the stream existed on January 20th, 1911?

Objected to—objection overruled—plaintiff excepts.

A. I can't give you the exact distance of that there.

Q. What is your judgment?

Mr. Frank: I object to a guess on it.
The Court: Give your best judgment from your knowledge the facts?

A. I should judge it wasn't over one hundred feet at the mo

Mr. Mather:

Q. And what structures, if any, are built from the power pla into the stream?

Objected to—objection overruled—plaintiff excepts.
Question withdrawn.

Q. Going back to exhibit J, you say this blue print outside of t things indicated by the parallel yellow lines is correct?
A. Yes, sir, to the best of my knowledge.
Q. Do you say it is as correct as it can be made from the d scription of that property, the record description?
A. I do.

159 Cross-examination.

By Mr. Frank:

Q. Mr. Eckrode, will you get to the start of the description—yo have examined the description in the petition have you not?
A. In a general way.
Q. Where does—point out in your map at what point the d scription starts?
A. Well, I am not familiar enough with that without reading tha over. I have not seen that for a long time.

Mr. Frank: I want to see your record number two, page 161, an page 183, 194,—that's in the other volume.
Mr. Mather: 161 and there is the other page.
Mr. Mather: I offer in evidence the deed of George Sackett Trus tee to The Akron Bedford and Cleveland Railroad Company, recorde in volume 235, page 242 of the Summit County Records of Deeds It may be marked defendant's exhibit K.

(A true copy of said deed is hereto attached at page- 204-20 marked: Defendant's Exhibit K, and made a part hereof.)

Mr. Frank: Object.
The Court: It may be admitted.
Plaintiff excepts.

160 Thereupon the Defendant for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness, CHARLES H. LAHR, who being duly sworn according to law testified as follows:

Direct examination.

By Mr. Mather:

Q. Your name is Charles H. Lahr?
A. Yes, sir.
Q. What position do you hold with the Northern Ohio Traction and Light Company?
A. Auditor.
Q. How long have you been auditor of that company?
A. Six or seven years.
Q. As auditor of that company what are your duties?
A. Looking after the expenditures.
Q. You have charge of the books of account of the company?
A. Yes, sir.
Q. And all of the vouchers?
A. Yes, sir.
Q. And things relating to contracts and expenditures?
A. Yes, sir.
Q. Are you familiar with the Gorge property, the property described in plaintiff's petition in this proceeding?
161 A. Yes, sir.
Q. What document—have you examined the books of the company having reference to any payments made with respect to the Gorge property?
A. Yes,
Q. Prior to January 20th, 1911?
A. Yes, sir.
Q. And what payments did you find?
A. I found one in May, 1910 to Sargant and Lundy, engineers, for $750.
Q. Are those the engineers that submitted a report on the hydraulic possibilities of that property?
A. Yes, sir.
Q. What others?
A. December 1910, for material from the W and B Company, Cleveland for $7.00.
Q. What was that for if you know?
A. Hardware used in starting to clear up the Gorge property.
Q. What other expenditures?
A. We have pay-rolls.
Q. What do those show?
A. Well there were expenditures for pay-rolls during the months of December——
Q. What year?
A. 1910.
Q. What do they show?

A. $142.60.

Q. Your entire expenditures during 1910 for the Northern
132 Ohio Traction and Light Company amounted to how much?

A. Something over $1500.00.

Q. On that particular property?

A. Yes, sir.

Q. What did you find with respect to taxes on the property?

A. They have been paid from time to time.

Q. By what company?

A. The Northern Ohio Traction and Light Company.

Q. Now Mr. Lahr, state whether or not the Northern Ohio Traction and Light Company also pays in addition to taxes on the land, and has paid in the past taxes on water power there?

Objected to.

Q. Have you any documentary evidence of any sort or character Mr Lahr in your possession that would show who paid taxes on any of the Gorge property?

A. Not in my possession here.

Q. Do you have them in your office?

A. Yes, sir.

Q. Can you produce them?

A. Yes, sir.

Q. What is the nature of them?

A. Just the regular tax receipts.

Mr. Mather: Do you want those brought up.

Mr. Frank: Bring in your tax receipts instead of your testimony and we will let them go in.

Mr. Mather: We will offer this with the understanding
163 that we will introduce the tax receipts.

The Court: All right.

Mr. Mather:

Q. What did you say, the taxes were paid by the Northern Ohio Traction and Light Company?

Objected to—objection overruled—plaintiff excepts.

A. Yes.

Q. Now Mr. Lahr, what expenditures, if any, have been made by the Northern Ohio Traction and Light Company in the aggregate in the development of the Gorge property for power purposes, both as to steam and hydroelectric plants, and all appurtenances?

Objected to.

Mr. Frank: I wish to direct the attention of the court to a question which was raised by the stenographer. The court has said we might have our objection and exception to all of this line of testimony, but the stenographer says that without your specific direction he won't put in the respective objections after the questions.

The Court: Give them an objection and exception to all this line of examination.

Stenographer: Insert it in the record?
The Court: Yes to this line of examination with reference to what has been done since the petition has been filed in the case.
Mr. Frank: And the ownership of this property by the traction company?
The Court: Yes, you may have your exception to that too.

Mr. Mather:

Q. What do you say Mr. Lahr?

Objected to—objection overruled—plaintiff excepts.

164 A. The expenditures up to January 1, 1914, was $1,979,549.68.

Q. That included only the development of the property?

Objected to—objection overruled—plaintiff excepts.

A. That included the power station.
Q. Both power houses?

Objected to—objection overruled—plaintiff excepts.

A. Yes.
Q. And the dam?

Objected to—objection overruled—plaintiff excepts.

A. Yes.
Q. And the flume?

Objected to—objection overruled—plaintiff excepts.

A. Yes, everything.
Q. Does it include transmission lines?

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir, and sub stations.
Q. Mr. Lahr, I hand you two documents, one marked Defendant's Exhibit L, and the other Defendant's Exhibit L-one, and ask you to examine them and state if you know what they are?

(Said exhibits are hereto attached at page- 246-254, marked: Defendant's Exhibit L, and Defendant's Exhibit L-one, respectively, and made a part hereof.)

A. This one here is a report on the water power.
Q. To whom?
A. To George Paul.
Q. Was Mr. George Paul at that time chief engineer of The Akron Bedford and Cleveland Railroad?
A. Yes, sir.

Q. When was this dated?
165 A. November 24, 1897.

Q. That's a hydraulic engineer's report about the time or soon after they acquired the property of Millbanks — and what is this, do you know?

A. I don't know unless it would be a plat of the property.
Q. I think that's all.

Cross-examination.

By Mr. Frank:

Q. The amount of expenditures which you gave us as one million, nine hundred and some odd thousand dollars as having been made up to January 1, 1914?
A. Yes, sir.
Q. Were those expenditures made on your books in the name of the Northern Ohio Power Company?
A. Yes, sir.
Q. Are you in possession of the books of the Northern Ohio Power Company?
A. Well, yes, I have them in my possession what books they have.
Q. From what date on did you make entries of expenditures on this property in the name of the Northern Ohio Power Company?
A. Well that started in 1910.
Q. What was the amount of the expenditures charged up against this property prior to the time when entries were made in the name of The Northern Ohio Power Company?
A. Prior to entries——
166 Q. Yes, have you any expenditures charged up to this property excepting the ones in the name of the Northern Ohio Power Company?
A. The only one I can recollect of is the one of $1500 charged up to the first of January 1911.
Q. Was that in the name of the Northern Ohio Power Company?
A. Yes, sir.
Q. And all after that were made in the name of the Northern Ohio Power Company?
A. Yes, sir.
Q. Contracts for the various items which made up this total which you have given were in the name of the Northern Ohio Power Company were they not?
A. Not all of them. Some of them.
Q. But the payments were all made in the name of that company?
A. Payments were made by the Northern Ohio Traction and Light Company.
Q. You said they were made in the name of the Northern Ohio Power Company did you not?
A. There was a Northern Ohio Power Company, but the Northern Ohio Traction and Light Company advanced the money for it.
Q. And the Northern Ohio Power Company made the expenditures, that is, it shows that way on your books?
A. Yes, sir.

Mr. Mather: The Northern Ohio Power Company never expended a dollar on it.

Mr. Frank:

Q. What did you get in the way of money, notes or bonds from the Northern Ohio Power Company.

67 A. We had none.

Q. Was it simply an open account against the Northern Ohio Power Company?

A. It was an open account on the Northern Ohio Traction and Light Company books.

Q. A charge against the Northern Ohio Power Company?

A. The expenditures made by the Northern Ohio Traction and Light Company were charged against the Northern Ohio Power Company.

Q. Do you know how much of an issue of stock there was of the Northern Ohio Power Company?

A. I do not.

Q. Do you know who holds the stock of that company?

A. No, sir.

Q. Do you know anything about its issue of bonds or stocks in any way?

A. No, sir.

Q. The items of expenditure which you have given us of $759, $70, and $142.60, do you have the vouchers for those here?

A. Not here, no sir.

Q. What did you have here?

A. Just a memoranda.

Q. Will you — have you the vouchers for those showing what the expenditures were for?

A. Yes, sir.

168 Q. Will you produce those for us?

A. Certainly.

Mr. Mather: They are no more competent than the book account. If he wants the ledger account he can have that, but the vouchers would be very voluminous.

Mr. Frank: Not for the three items.

Mr. Frank:

Q. You give its aggregate at $1500, this $750 and $7- and $142.60 were a part of that?

A. Yes, sir.

Q. Will you produce the items making up that $1500?

A. Yes, sir.

Q. Now I am not sure; that aggregate of $1500, when with reference to say December 31st, 1910 were those expenditures made?

A. They were made during 1910.

Q. And during the month of December?

A. Yes, sir, some in December.

Q. What part of it was made during December?

A. I can't tell from what I have here now.

Q. You have no memoranda that enables you to tell?

A. Not all of them.

Q. How about this item of $750, what was that item of $750?
A. That was an engineer's report on the water.
Q. Was that made in December 1910?
A. That was paid in May 1910.
Q. And the item of $70 to the W. & B. Co., was *was* that
169 W. Bingam & Co.?
A. Yes, sir. That was $7.00.
Q. What was that for?
A. Hardware.
Q. What sort of Hardware?
A. I think some saws or something.

Mr. Mather: To cut down timber?

Mr. Frank:

Q. And the item of $142.60, that was a pay-roll?
A. Yes, sir.
Mr. Frank: That's all.

Mr. Frank:

Q. Mr. Lahr, aside from the power house, prior to the construction of the power house now located at the Gorge, the Northern Ohio Traction and Light Company had a power house on Beech street in the city of Akron?
A. Yes, sir.
Q. And secured its power for the company, and lighting and power and other purposes from that plant?
A. Yes, sir.
Q. So far as the city of Akron was concerned?
A. Yes, sir.
Q. The company also had a power house near Bedford?
A. In Bedford.
Q. And still has?
A. A sub station now.
Q. And there also was a power plant at Cuyahoga Falls?
A. Silver Lake Junction.
170 Q. That's still there?
A. It's a substation now.
Q. And what other power houses were there prior to the construction of this plant operated by the traction company?
A. One in Canton.
Q. And one near Massillon?
A. A substation in Massillon, that's all.
Q. Do I understand there were no others then than you have named?
A. That's all, only substations.

Redirect examination.

By Mr. Mather:

Q. Did you mean to say in answer to Mr. Frank's question that

the Northern Ohio Power Company had paid any part of the expenses in the development of the Gorge property?

A. It was all paid by the Northern Ohio Traction and Light Company.

Q. And it was not paid to the Northern Ohio Power Company, but paid direct to the persons to whom the money was due?

A. Yes, sir.

171 Thereupon the defendant for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness, W. H. ROBERTS who being first duly sworn according to law, testified as follows:

Direct examination.

By Mr. Mather:

Q. What is your full name Mr. Roberts?

A. W. H. Roberts.

Q. And what is your occupation?

A. Superintendent of Motive Power for the Northern Ohio Traction and Light Company.

Q. How long have you been in that capacity?

A. About seven years. Before that four years as Master Mechanic.

Q. You have been with the Northern Ohio Traction Company eleven years?

A. Yes, sir.

Q. What experience have you had with electric railway companies and electricity for companies prior to your relationship with the Northern Ohio Traction and Light Company?

A. I was in the employ of the Toronto Railway Company as a Master Mechanic and electrical expert for seven years. Prior to that I was in my own business as The Robert's Storage Battery and Construction Company in Toronto, and seven years before that I was head machinist at the Vauxhall Iron Works in England, and three years with the Maxim Gun Company.

172 Q. Are you familiar with the so called Gorge property, and the property sought to be appropriated in this action?

A. Very well.

Q. How long have you been acquainted with it?

A. Since my connection with the company.

Q. Eleven years ago?

A. Yes, sir.

Q. Do you know the location of the steam power plant at the Gorge?

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir.

Q. And of the hydroelectric plant-

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir.
Q. And of the dam?

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir.
Q. And of the flume?

Objected to—objection overruled—plaintiff excepts.

A. Yes, sir.
Q. Are you acquainted with the entire development that has been made of the water power in that locality?

Objected to—objection overruled—plaintiff excepts.

A. I think so.
Q. You may describe Mr. Roberts the character of the development that has been made by the Northern Ohio Traction and Light Company of the water power and steam power for electrical purposes in connection with the Gorge property?

Objected to—objection overruled—plaintiff excepts.

Mr. Mather: Tell it so the stenographer can understand it, and get it into the record.

173 A. The development for the steam plant was commenced about December 1910. I made a report on the situation as to the character of the property for obtaining water and coal, which is the two principal matters to consider, some seven months before that.

Q. To whom had you made the report?
A. To a number of the stockholders in Cleveland. That report was passed on by Sargent and Lundy.

Objected to.

Q. Did you submit it to the officers of the Northern Ohio Traction and Light Company after you finished it?
A. Yes, sir.
Q. Tell the nature of this development and the character of the steam plant and the capacity and all about it.

Objected to—objection overruled—plaintiff excepts.

A. The work was commenced about December 1910, and foundations placed on the portion of the ground to the east of what is now known as the Gorge Bridge. The buildings there occupy a space 150 by 330 feet. The turbine room is 270 by 64. We have in connection with that at an elevation of ninety feet a track that runs directly in connection with the main line of the Pennsylvania Railroad Company. We constructed there coal bins which contain 6700 tons, and beneath that, bins that run directly into the feeders of the boilers, that contain 450 tons. That is fed directly to the boiler room, which is 90 feet below the level of the steam road tracks.

In that boiler room we have sixteen, 600 horsepower B & W
74 Boilers, that are operated by forced draft by Taylor Stokers.
These boilers supply steam to three, 6300 K. W. Steam Turbines.
hese in turn supply power at six—at 2300 volts, which is stepped
p to 22000 volts, and transmitted from the power house.
In connection with the Steam Turbines we have Leblanc Con-
ensers, jet type, that take in water from the cold water well, 32
et below the level of the power house. That line is longitudinal
2 feet from same level, and the high level of the water is 914
et. The level of the Turbine floor is 918 feet. That water is
ken in a cold well, passes through screens and the condensers
aw water into the condensers cold under the turbines, and then
e water passes from there into a hot well. From the hot well
e water is pumped into heaters. These heaters supply water
rough turbine driven feed pumps to the boilers.
We have in connection with the power house a low tension
rvice for railway operation. Three 500 K. W. Turbines, and
en our power is transmitted on duplicate high tension lines.
One high tension line runs down by what is known as the Gorge
ute, and passes through our property, and passes the hydro
ectric plant, and then turns in the direction South to Akron, and
mes in at Beech street close to the old power house.
The other transmission line goes over what we call the North Hill
Route, and then comes directly into sub station 4, that is
5 our distributing station in Akron, where we distribute for
this district for light and power.
There is a familiar transmission of 22000 volts running to our
b-station at Kenmore. That is also a distributing center for power
d light. The lines that lead out to Barberton operate our Barber-
n division for power and light. Also for supplying our railway
rvice. And then we have a 22000 transmission line that branches
t close to the dam and goes over in the direction of Cuyahoga
lls, and is there branched over to Kent, where we have a sub-
tion for operating the Kent and Ravenna division. We have
other high tension, or the main high tension line that runs
rough Macedonia and our right of way to Bedford where we have
otary station. We have also a rotary station at Macedonia. So
t we transmit our power to Bedford and Macedonia and Silver
ke Junction for operating on the A. B. C. and also a station out
Kent for operating on the Kent and Ravenna division, and the
tion at Kenmore and Barberton operates the Barberton and Wads-
rth division.
Q. Have you described all of the distribution features of this
nt?
A. No, sir. We have a high tension—

Objected to—objection overruled—plaintiff excepts.

A. Underground cable. We have high tension distributing cables
different parts of the city. For instance to the Goodyear plant,
d the Goodrich plant, and to the Firestone. And we have a

lower tension of 4000 and 100 volts for the transmission of ligh and power over the entire district.

Q. Over what district?

176 A. The district covered by the railroad and the lighting systems and for instance such outlying districts as Barberton Hudson and Cuyahoga Falls and Kenmore and other places, tha we call the Southern division of the line.

Q. What amount of water is used from the reservoir at the gorg property for condensation purposes for this power plant?

Objected to—objection overruled—plaintiff excepts.

A. We used about 1000 gallons a minute. You mean for con densation in the condensers?

Q. Yes?

A. At the present we use in the condensing system, in full opera tion, about 30,000 gallons an hour, 30,000 gallons a minute in addi tion to the 1000.

Q. What?

A. 30,000 gallons per minute, on our peak load.

Q. And that's for condensation?

A. Yes, and 1000 for evaporation.

Q. Are you acquainted with the hydro electric plant located on this property and on the property the plaintiff seeks to appropriate?

A. Yes, sir.

Q. Describe that.

Objected to—objection overruled—plaintiff excepts.

A. We have it down about 2000 feet from the power house.

Q. From which power house?

A. The Gorge power house.

Q. The steam or hydro electric?

177 A. From the steam plant down to the dam is about 2000 feet.

Q. And how far is it from there to the hydro electric?

A. 2760 feet.

Q. And how high is the dam?

A. The dam head is 52 feet.

Q. And you have a water head of what?

A. 54 feet on the pipe line.

Q. And a total head of how many feet?

A. 160—106 feet, with a net head of 100 feet.

Q. That's from the intake to the hydro electric plant?

A. Yes, sir.

Q. Describe the hydro electric plant, which you say is located 2700 feet West of the dam?

A. We have in there three—

Objected to—objection overruled—plaintiff excepts.

A. We have in there three water driven turbines, American Type, driving three 600 K. W. electric generators. They are operated in connection with steps, or transformers, that step up to 22000 volts, feeding directly into our high tension lines.

Q. What is the capacity of that hydro electric plant?
A. 2757 horse power.
Q. Does that run constantly, day and night?
A. Yes, sir.
Q. And entirely by water power?
A. Yes, sir.
78 Q. How large a flume do you have constructed from the dam to the hydro electric palnt?
A. 90 inches.
Q. Seven feet and a half?
A. Yes, sir.
Q. Inside measurement?
A. Yes, sir.
Q. Does that run full of water?
A. Yes, sir.
Q. Is all of that water utilized in the production of electricity at ie hydroelectric plant?
A. Yes, sir.
Q. All goes through the three turbines?
A. Yes, sir.
Q. Describe the construction of this dam and tell where it is cated?
A. The dam is located about 2000 feet from the steam plant, about 2 feet high, with a spill-way of about 120 feet. I don't know what irection it is in.
Q. It's between the steam plant and the hydro electric?
A. Yes. We have a valve that is electrically controlled down at ie hydro electric plant controlling the water that comes from love at the dam to supply power to the hydro plant.
Q. Tell us what kind of a reservoir as to size is created?
A. Probably 35 acres.
Q. And what is the depth?
79 A. The depth at the intake at the power house is 36 feet.
Q. And what is it near the dam?
A. I couldn't say.
Q. How high is the dam?
A. 52 feet.
Q. The water is as deep as the dam is high?
A. Practically.
Q. About 52 feet?
A. A few feet different.
Q. How far geographically speaking does the dam back the ater up,—it reaches to what point?
A. It reaches up to the old bridge east of—above the Gorge power ant.
Q. That's near the village of Cuyahoga Falls?
A. Near the village.
Q. It's inside the corporate limits of the village?
A. I don't know.
Q. And how long is it?
A. What?

Q. The reservoir?
A. Well I should think about 4000 feet.
Q. And contains about thirty five acres?
A. 35 acres.

The Court:

Q. What horsepower did you say the steam plant—what capacity is it?

A. We have a normal capacity of 31,000 horse power.
180 Q. And the hydro electric has 2700?
A. 2750.

Mr. Mather:

Q. What is the maximum capacity of the steam plant when fully developed?
A. About 83,000 horse power.
Q. Would it be possible to operate the hydro electric or steam plant if the property described in this petition were appropriated by the plaintiff?

Objected to—objection overruled—plaintiff excepts.

A. If we operated without the water?
Q. Yes.
A. No, sir.
Q. You spoke of a deep water well, in or about the steam plant, is that fed by water from the river created by this dam?
A. Yes, sir.
Q. And entirely fed by that?
A. Absolutely.
Q. Now Mr. Roberts, what do you say as to whether the hydro electric plant is so constructed that it can use, and does use the maximum flow of the Cuyahoga River at its ordinary stage?

Objected to—objection overruled—plaintiff excepts.

A. We are using that with a very little overflow occasionally.
Q. That's in high water times?
A. Yes on occasion of any heavy rain or a flood.
Q. How much of the time during the year would that time be when you would not use the maximum flow of the river, giving your best judgment based on your experience there?
181 A. Well I anticipate that we will be able to operate from seven to eight months out of the year with the three machines in operation.
Q. How much of the time could you not use the maximum flow of the river, when the flow of the river would be more than the capacity of the hydro electric plant, when there would be more water than you could run down the flume in the three turbines? How much of the time when the flow of the river would exceed the capacity of that flume to the hydro plant? Would it be two months?
The Court: How much time would you have more water than you need?

A. We couldn't say. Our experience has only been in the winter
ıor ths.

Mr. Mather:

Q. When did you start the operation of this hydro electric plant?
A. About the second week in January.
Q. And you have been operating it ever since day and night?
A. Yes, sir.
The Court: Has it been working its full capacity?
A. On a very cold night—there is a tank on this pipe line——
Mr. Mather: We don't care about that. The flume has been carry-
ıg water from the dam down to the plant?
A. Except when we have been stopped by ice that has to be broken.
82 Q. What percentage of the entire power and electrical energy utilized by the Northern Ohio Traction and Light Company for light and power is generated at the power houses at the Gorge, if you know?
A. Well we generated last month about 2,350,000 Kilowat-s at the new steam plant and about 733,000 Kilowat-s at the Hydro plant.
Q. And what percentage is that?
A. About 20 per cent. Well that's about 20 per cent.
Q. You mean to say that you generated only 20 per cent of the electricity used by the company at those two power plants?
A. 20 per cent of the power generated last month was generated by the hydro plant.
Q. What percentage of the entire power used by the company, used over its entire system, was generated by the two plants, the steam and hydro, at the Gorge?
A. All the power used by the company was generated by the steam and hydro plants at the Gorge.
Q. Don't you operate a plant at Canton?
A. We have a plant, power plant at Canton.
Q. What percentage would you say that generated of the amount generated at the Gorge? What percentage does your Canton plant generate?
A. Of course you know there is no connection between the two. I would like to say—those at the Gorge 2,350,000—of course
83 it's difficult to remember these bunches of figures—2,350,000 generated at the steam and 733,000 at the Hydro plant,—about 20 per cent.
Q. Was that a total of a month's production?
A. That was last month's.
Q. February, 1914?
A. Yes, sir.
Q. Was any part of the power generated at the Canton power house utilized—you spoke of two divisions, the Northern and Southern divisions, what do you mean by that?
A. We go Southerly to Blue Pond.
Q. Easterly and Southerly to Blue Pond?
A. We call it South. It's to Blue Pond out East Market.

Q. And the Southern division covers from that point where?
A. From Blue Pond to Urichsville, I mean South from Blue Pond to Urichsville.
Q. And that is covered by the Canton Power House?
A. Yes, sir.
Q. Can the Canton Power House produce any more than is necessary for that branch of the system—can it furnish it?
A. Yes, we contemplate furnishing power from blue—that is from the Gorge Plant to Canton.
Q. You didn't understand my question—is the capacity of the power plant at Canton sufficient so that the power from that plant can be used by any other division?
A. There is no available power to be used on any other division.
184 Q. In other words you have the Canton plant up to its maximum?
A. Yes, sir.
Q. What percentage does the power use—or the power used on the Southern division bear to the power used on the Northern division—is it larger or smaller?
A. It would be about 25 per cent of the power that we generate on this division.
Q. You use three times the amount of power on the Northern division as you use on the Southern?
A. Yes, sir.
Q. Do you now say that all the power used on the Northern Divisions is generated at the power plant at the Gorge?
A. And the hydro plant.
Q. And you have no other power house in operation?
A. No, sir.
Q. What do you say as to whether or not this property, and the property described in plaintiff's petition is indispensible for the purpose and uses of the Northern Ohio Traction and Light Company and to which it is now put?

Objected to—objection overruled—plaintiff excepts.

A. It is indispensible.
Q. Could the Northern Ohio Traction and Light Company operate its transportation system, or fulfill its contracts with municipalities and with private concerns for light and power if it were de-
185 prived of this property?
A. No, sir.
Q. What part of the steam plant, if any, is built out into the stream?
A. Why, the intake for the—to the cold well is carried out to the stream, to the old bed, that is the stream that run down in the old bed, in the construction of the plant. That is about level with the old bed of the old stream, that is the lower level.
Q. Do you know where the old center line of the river was before the dam was built?
A. Approximately.

Q. Would you say that that portion of the steam plant was within one hundred feet of the center line of the river?

Mr. Frank: I object to any further cross examination on the river.

Mr. Mather:

Q. What would you say?

A. When we made the intake for the cold well we had to build a coffer-dam around the intake to put the foundation in.

Q. How far is the intake from the center of the river?

A. Only a few feet. We were in the stream.

Q. And how far from the structure of the steam power house?

A. The intake of the cold well?

Q. Yes?

A. About, it might be 18 to 20 feet.

Q. Has any change, to your knowledge been made in the
186 bed of the Cuyahoga River from the point where the dam was built by the Northern Ohio Traction and Light Company to the hydro electric plant?

A. No, sir.

Q. Where is this seven and a half foot flume with reference to the river bed?

A. It runs practically in line with the old river bed, and very close to it.

Q. And how far from the water's edge on an average?

A. Very close. I know when I walked the pipe line I noticed it.

Q. It's right along the water's edge?

A. Very near. It's very close to the water's edge.

Q. What was the character of the material—this is pretty far fetched perhaps,—question withdrawn—I want you to describe the character of the dam that was built in the Cuyahoga River briefly, just the kind of a dam that was built there?

Objected to.

The Court: I don't think that's material. The dam is there. I will sustain the objection.

Defendant excepts.

Mr. Mather: I want to show to the court these structures, both the dam and the hydro electric and steam power plants, so far as the structures are concerned, are substantially built and permanent.

The Court: I think that's a conclusion that can easily be drawn from what has gone before.

Defendant excepts.

187 Walker replaces Dewoody at 9 A. M. Saturday March 21s
1914.

Cuyahoga River Power Company vs. Northern Realty Company.

WILLIAM H. ROBERTS.

Cross-examination.

By Mr. Frank:

Q. Mr. Roberts your company doesnt furnish all of the power th
is used by The B. F. Goodrich Company does it?
A. No, sir.
Q. Does The B. F. Goodrich Company use the old power plant
Beech street for power?
A. No, sir.
Q. It doesn't?
A. No, sir.
Q. Do you also furnish power to The Quaker Oats Company?
A. Yes, sir.
Q. You do not furnish all of the power that that company uses?
A. No, sir.
Q. Do you furnish power to The Diamond Rubber Company?
A. No, sir.
Q. What other companies do you say you furnish power to?
A. We furnish power to The Wellman Seaver Morgan Company.
Q. Do you furnish all of their power?
A. No, sir.
Q. What other companies?
A. The Goodrich and The Goodyear. The Firestone.
Q. Do you furnish all of the power of the Goodrich and Goodyea
and Firestone?
A. No, sir. I might explain that we furnish the power they r
quire in excess—they are now enlarging their plants and we furnis
the power they need now. Their demands are always increas
188 ing, almost daily from these different plants. We furnish a
of the newspapers in Akron, The Akron Press, the Times an
The Beacon Journal, and The Wellman Seaver Morgan Company
The Quaker Oats and The International Harvester Company.
Q. The International Harvester Company, you do not furnish a
of their power?
A. No, sir.
Q. Do you The Beacon Journal and the Times?
A. We furnish all their demands.
Q. They run a few presses with your power?
A. Yes, sir.

Redirect examination.

By Mr. Mather:

Q. Do you furnish all the electric power used by these concerns?
A. No, sir.

Q. All of their electric power?
A. No, sir.
Q. They have some electric power of their own?
A. Yes, sir.
Q. What power plants does The Northern Ohio Traction & Light Company have in operation at present?
A. The Canton Power Plant and The — Power plant and The Hydro plant are the only plants we are now operating.
Q. Is the Beech street power house, The Cuyahoga Falls Power house and The Bedford power house abandoned?
A. Yes, sir, absolutely. The Urichsville power house is abandoned too. That is at the extreme south end of the southern division.

Recross-examination.

By Mr. Frank:

Q. When was The Beech street power house abandoned?
189 When you got your other power house into operation?
A. No. We still kept that, you see we transferred the power gradually, we couldn't shift at once from one power house to the other.
Q. Tell us when you started operating the new power house?
A. Twelve months last December is when we started getting things in operation.

The Court:

Q. Both the steam and the hydro plant?
A. No, sir, we commenced working the hydro this December.

Mr. Frank:

Q. Up until a year ago in December and since that time the Beech street power house and The Silver Lake junction power house were used for furnishing power for the company?
A. Well, occasionally. We had to use that intermittently in changing over the load.
Q. Before the new power house was in operation you got your power from the Beech street power house and your Silver Lake Junction power house and these various other power houses you have described?
A. About one third of the load we are carrying now.
Q. You got all of the power you used up to that time from these other power houses?
A. Yes, sir. But we hadn't contracted to serve these other people with power. And the street car service was not as great. We couldn't run our car service with Beech street now.
190 Q. Up to the time you started to use this power house you got all of your power that you used in these various power houses you have named?
A. Yes, sir.
Q. And your mileage at that time or your trackage at that time was what it is now?

A. Practically.

Q. Are you able to state Mr. Roberts whether your Hydro-electrical plant can be operated when your water gets to its low stage, say at fifty-two feet or thirty-two feet?

A. Yes, at fifty-two feet.

Q. How much power will your plant develop at the fifty-second foot stage?

A. About approximately one machine under load.

Q. How much is that?

A. 600 K. W.

Q. At the thirty-second foot flow could you operate it?

A. It wouldn't be worth while operating at that.

Q. How much will your hydro-electric plant yield in K. W. hours per year?

A. We get 48,000 K. W. in 24 hours, we get a little more than that but that entirely depends on the height of the water. If the water is a little above the sluiceways we get a little increase of power. But 48,000 in 24 hours is a fair average.

Q. Is that at the state of the water as it has been since you started to operate?

A. Yes, sir.

191 Q. And you have operated since December?

A. Yes, sir.

Q. And the stage of the water since December has been at the high stage or the normal stage?

A. Normal.

CHARLES H. LAHR, further direct examination.

By Mr. Mather:

Q. Mr. Lahr I hand you a number of papers which are attached by a bracket or clasp on the back of the outside one of which is marked Defendant's exhibit O, and I'll ask you to examine the several papers making up this exhibit and state what they are?

A. These are the taxes on the Gorge property.

Q. You mean the tax receipts.

A. The tax receipts for the years 1906, 1907, and 1908 paid by The Northern Ohio Traction & Light Company's' check.

Q. Is The Northern Ohio Traction & Light Company's check part of the exhibit?

A. Yes, it is part of the exhibit.

Q. That is dated when?

A. January 14th. 1909.

Q. How is it signed?

A. Signed by The Northern Ohio Traction & Light Company's officials, President and Treasurer.

Q. Signed by The Northern Ohio Traction & Light Company?

A. Yes, by its treasurer and president.

192 Q. J. R. Nutt, treasurer, and counter signed by Will Christy, president?

A. Yes, sir.

Q. Is that check in payment of the several vouchers and statements inside of that?
A. Yes, sir.
Q. How much is the amount?
A. $943.56.

The Court: Is that for this property described in the petition?
Mr. Mather: Yes, the tax receipts show that.

Q. I'll ask you if that is for the Gorge property?
A. Yes, sir.
Q. The part of it which is described in the plaintiff's petition?
A. Yes, sir.

A true copy of said exhibit is hereto next annexed and made a part hereof.

195 The Northern Ohio Traction & Light Co. No. 13732.

AKRON, OHIO, Jan. 13, 1909.

Pay to the order of Chas. Currie Gen'l Manager $943.56 Nine Hundred Forty three and 56/100 Dollars.

To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:

WILL CHRISTY,
V.-President.

196 DEFENDANT'S EX. O.

197 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

No. 972

☞ PAY AT
TREASURER'S OFFICE

RECEIVED of _____, _____

For taxes on the following described property for the year 1913 08 in the Township of [illegible]

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTION
Everett A Henry	11	2	2		N
	11	2	2		N of Riv
	10	2	1		W ½ W
	11	2	2		Old Mail
	11	2	2		
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon as ~~Law forbids Official to state~~
~~Penalties on Delinquent Tax~~

Collector _____

JUNE, 1914 08

AY AT CASHIER'S WINDOW

R'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

~~WM. H. KROEGER~~, Treasurer
S. S. Myers

dollars cents 08

1914

nship of PORTAGE

Books Open ~~April~~ Nov. 1 to ~~June~~ Dec. 20

DESCRIPTION	Acres	100	Value	Delinq. Tax ~~Dec.~~ 1913		Penalty		Special		~~Last Half~~ Tax 1913		Due ~~June~~ Dec. 20, 1914		Total Tax 1913 08	
				D	C	D	C	D	C	D	C	D	C	D	C
	30		1210	64	24					196	02	808	26		
River	6		480	25	11					7	77	25	88		
N.	40	34	1410	62	83					228	44	848	7		
Maids Kitchen	1	13	120	6	07					19	44	80	1		
	1	50	90	4	55					14	66	60	1		
												936	03		
Total															

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

193

~~WM. H. KROEGER~~, Treasurer
S. S. Myers.

cents 08

1914

Books Open Nov. 1 to June 20

alty	Special		~~Last~~ Half Tax 1913		Due ~~June~~ Dec. 20, 1914		Total Tax 1913 08	
C	D	C	D	C	D	C	D	C
			3	63				
			3	53				
				37				
			7	53				

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

194

233 Repairs customers' installation

Beach City

Bedford

" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

No. 1410

☞ PAY AT
TREASURER'S OFFIC

RECEIVED of _____, _____

For taxes on the following described property for the year 1913 in the Township of P

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTI
Everett Henry	11	2	3	6	N
			2		Bet. river
			3	5	N. E.
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon ~~as law forbids Official to abate Penalties on Delinquent Tax~~

Collector _____

JUNE, 1914 08

AY AT CASHIER'S WINDOW

~~WM. H. KROEGER~~, Treasurer
J. S. Myers.

t'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

dollars cents 1914 08

nship of PORTAGE

Books Open ~~April~~ Nov 1 to June ~~20~~ Dec

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 1913 ~~69~~		Penalty		Special		~~Last~~ Half Tax 1914 ~~25~~		Due ~~June~~ Dec 20, 1914 ~~25~~		Total Tax 1914 ~~94~~	
				D	C	D	C	D	C	D	C	D	C	D	C
	39	14	390							3	63				
River Tract	38	16	380							3	53				
	3	50	40								37				
										7	53				
Total															

tor

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

194

249 Law expense

Portage School

" Portage School	.85
" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

Form 5—5M—6-19-13—41637

No. 3278 $ 943.56

Summit County Treasurer

City

For Taxes

Month of January 1909

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
Taxes Accrued		943.	56
Defendant's Ex. O.			

RAILWAY

1 S. W d S.			
2 Ballast			
3 Ties			
4 Rails			
5 Rail F'st'ng & Joints			
6 Specia Work			
7 Underground con't'n			
8 R. and T. Labor			
9 Paving			
10 Misc. R. & T. exp.			
11 Cleaning & Sanding			
12 Remov, snow, ice, s'd			
13 Tunnels			
15 Bridg., tres, & culv			
16 Cross'gs, fence, signs			
17 Signal & in'tl'k'geys			
18 Tel. & telg. systems			
19 Other mis. way exp.			
20 Poles and fixtures			
21 Undergr'd conduits			
22 Transmission system			
23 Distribution system			
24 Misc. electric line exp.			
25 Buildings & structures			
26 Dep'c'n way & str's.			
27 Other operations, Dr.			
28 Other operations, Cr.			
29 Super. of equipment			
30 Power plant equip't			
31 Substation equipment			
32 [illegible]			

Brou.			
54 Mis. p'rp't sup. & ex.			
55 Sub st'n sup. and exp.			
56 Power purchased			
57 Power exch'n'd Bal.			
58 Other operations, Dr.			
59 Other operations, Cr.			
60 Pass. con., mot., tr'm			
61 Ft. & ex. " " "			
62 Mis. car service emp.			
63 Mis. car service exp.			
64 Station employees			
65 Station expenses			
66 Carhouse employees			
67 Carhouse expenses			
68 Op. sig'l int'rl'k'g sys			
69 Op. tel. & telg. sys.			
70 Ex. frt. coll'ns & deliv.			
71 Loss and damage			
72 Other transp'n exp.			
73 Sal. & ex. gen. of'rs.			
74 Sal. ex. gen. of cks.			
75 Gen. of Sup. & ex			
76 Law expenses			
77 Relief D[illegible]t. exp.			
78 Pensions			
79 Mis. general exp.			
80 Other operations, Dr.			
81 Other operations, Cr.			
82 Injuries and damages			

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set's and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....
233 Repairs customers' installation.....

Brought.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....

" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

198 Mr. Mather:

Q. I hand you herewith some documents permanently attached and fastened together, the outside one of which is marked Defendant's exhibit P. and ask you to examine them and state what they are?

A. There are two receipts in this bunch of papers that pertain to the taxes on the Gorge property, with the corners turned down to identify them.

Q. Can you further identify them?

A. The bills are made out to Henry A. Everett for $8.99 and The Northern Ohio Traction & Light Company for $3.22.

Q. What is the description of the property appearing on those two?

A. In the latter one is the strip South of Grantee North of S M Pt. In the former one in the first item is "N."—in the second, "Between River and Race" and the third, "N. E."

Q. Do you know what property that refers to?

A. It refers to the gorge property.

Q. Are there any other—are those tax receipts relative to the gorge property?

A. Yes, sir. There is one more in this bunch.

Q. What appears in the description there?

A. The invoice is made to Henry A. Everett, the first item is "M W," the second one is "N of River" the third one is "Old Maid's Kitchen" and the fourth is the letter "N."

Q. That is for how much?

A. $245.66.

Q. And it is under a column with what heading this $245.66 is under what head?

199 A. Last half tax of 1910.

Q. By whom were those paid if you know?

A. By The Northern Ohio Traction & Light Company.

Q. As evidenced by what?

A. Their check attached.

Q. When is that check dated?

A. July 21st. 1911.

Q. And signed by whom?

A. J. R. Nutt, Treasurer and Charles Currie, Second Vice President.

Q. What is the amount of it?

A. $12,397.05.

Mr. Mather: We offer this in evidence.

Q. Does that check cover the payment of the three items as shown by the vouchers described in your testimony?

A. Yes, sir.

A true copy of that portion of said *said* Defendant's exhibit P. showing said three items and said check, is hereto next annexed and made a part hereof.

203 The Northern Ohio Traction & Light Co. No. 22241.

AKRON, OHIO, Jul- 21, 1911.

Pay to the order of I. S. Myers Treas. $12,397.05 Twelve Thousand three hundred Ninety seven 05 Dollars.

To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:

CHAS. CURRIE,
2nd V.-President.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

204 DEFENDANT'S EX. P.

JUNE, 1914

No. 98

☞ PAY AT
TREASURER'S OFFICE

RECEIVED of _____, _____

For taxes on the following described property for the year 1913 in the Township of

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTION
Everette Henry	11	2	3	6	N.
			2		Red River
			3	0	N. E.
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon as ~~Law forbids Official to abate Penalties on Delinquent~~ Tax

Collector _____

PAY AT CASHIER'S WINDOW
R'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

~~WM. H. KROEGER~~, Treasurer
D. S. Myers.

_____ dollars _____ cents _____ 191[illegible]

wnship of ~~COVENTRY~~ Portage

☞ Books Open April 1 to June 20

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 191[illegible]		Penalty		Special		Last Half Tax 191[illegible]		Due June 20, 191[illegible]		Total Tax 191[illegible]	
				D	C	D	C	D	C	D	C	D	C	D	C
Rivers & Race.	39	14	390							4	33				
	38	16	380							4	22				
	3	50	40								44				
										8	99				
Total															

ector _____

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

200

" Boston School	.72
" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

No. 300

☞ PAY AT
TREASURER'S OFFICE

RECEIVED of _____, _____

For taxes on the following described property for the year 191[illegible] in the Township of P[illegible]

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTION
Northern Ohio Traction & Light Co.	11	2	2		Strip S. of N. [illegible]
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon as ~~Law forbids Official to abate Penalties on Delinquent Tax~~

Collector _____

JUNE, 1914

PAY AT CASHIER'S WINDOW

R'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

~~WM. H. KROEGER~~, Treasurer
S. S. Myers

dollars cents 11 1914

wnship of PORTAGE

☞ Books Open April 1 to June 20

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 1913		Penalty		Special		Last Half Tax 1913		Due June 20, 1914		Total Tax 1914	
				D	C	D	C	D	C	D	C	D	C	D	C
S. S. Granted	2	30	90							1	00				
38 Mpt.	2		200							2	22				
										3	22				
Total															

ctor

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

201

~~WM. H. KROEGER~~, Treasurer
S. S. Myers

its 1914

☞ Books Open April 1 to June 20

Special		Last Half Tax 1913		Due June 20, 1914		Total Tax 1914	
D	C	D	C	D	C	D	C
		24	39				
		8	30				
		2	08				
		209	33				
		1	56				
		246	66				

hen Tax is paid this bill must be receipted with Official Stamp of the Treasurer

202

233 Repairs customers' installation

T.

Beach City

Bedford

" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.60
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

JUNE 1914

No. 1132

☞ PAY AT CA
TREASURER'S OFFICE, AL

RECEIVED of Everett Heisey Q. ____, ____

For taxes on the following described property for the year 1918 in the Township of ~~PORT~~

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTION
			1		M. W.
			2		R. F. Rive
			2		Old Maids
			2		R
			2		
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon ~~as Law forbids Official to abate Penalties on Delinquent Tax~~

Collector ____

PAY AT CASHIER'S WINDOW
R'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

WM. H. KROEGER, Treasurer
S. S Myers

dollars cents 1914

wnship of ~~PORTAGE~~ Cuyahoga Falls.

☞ Books Open April 1 to June 20

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 1913		Penalty		Special		Last Half Tax 1914		Due June 20, 1914		Total Tax 1914	
				D	C	D	C	D	C	D	C	D	C	D	C
S.	40	34	1410							24	39				
River	6		480							8	30				
Maids Kitchen	1	13	120							2	08				
	30		1210							209	33				
	1	50	40							1	56				
										246	66				
Total															

tor

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

" Portage School	.85
" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

Form 5—53M—8-10-13—41637

No. 2312 $ 12,397.05

Summit County Treasurer

City

For Taxes

Month of July 1911

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account		
Material on Hand, Cuyahoga Falls		
" " " Canton		
Electrical Supplies		
ROAD.		$67.73
#110 Kenmore Road Paving	967.73	
The Northern Realty Company		99.03
Taxes Accrued	11,330.29	

RAILWAY

1	Supt. Ways and S.			Brought	
2	Ballast		54	Mis. p'rp't sup. & ex.	
3	Ties		55	Sub st'n sup. and exp.	
4	Rails		56	Power purchased	
5	Rail F'st'ng & Joints		57	Power exch'n'd Bal.	
6	Specia Work		58	Other operations, Dr.	
7	Underground con't'n.		59	Other operations, Cr.	
8	R. and T. Labor		60	Pass. con., mot., tr'm	
9	Paving		61	Ft. & ex. " " "	
10	Misc. R. & T. exp.		62	Mis. car service emp.	
11	Cleaning & Sanding		63	Mis. car service exp.	
12	Remov, snow, ice, s'd		64	Station employees	
13	Tunnels		65	Station expenses	
15	Bridg., tres, & culv.		66	Carhouse employees	
16	Cros'gs, fence, signs		67	Carhouse expenses	
17	Signal & in'd'l'gsys		68	Op. sig'l int'rl'k'g sys	
18	Tel. & telg. systems		69	Op. tel. & telg. sys.	
19	Other mis. way exp.		70	Ex. frt. coll'ns & deliv.	
20	Poles and fixtures		71	Loss and damage	
21	Underg'd conduits		72	Other transp'n exp.	
22	Transmission system		73	Sal. & ex. gen. of'rs.	
23	Distribution system		74	Sal. ex. gen. of cks.	
24	Misc. electric line exp.		75	Gen. of Sup. & ex	
25	Buildings & structures		76	Law expenses	
26	Dep'c'n way & str's.		77	Relief Dept. exp.	
27	Other operations, Dr.		78	Pensions	
28	Other operations, Cr.		79	Mis. general exp.	
29	Super. of equipment		80	Other operations, Dr.	
30	Power plant equip't		81	Other operations, Cr.	
31	Substation equipment		82	Injuries and damages	
32	Pass'g'r & comb. cars		83	Insurance	

SUB-DIVISION OF POWER AND SUBSTATION EXPENSES

	Brought		
	TRANSMISSION		
209	Sub station wages		
210	Maint. trans. lines		
211	Sub station sup. & exp		
212	Maintaining sub station buildings		
213	" " " equipment		
	STORAGE BATTERY		
214	Wages		
215	Supplies		
216	Battery repairs		
217	" accessories		
	DISTRIBUTION		
218	Wages		
219	Supplies and expenses		
220	Set'g and rem. meters and transformers		
221	Underground conduits		
222	Overhead dis. lines		
223	Underground dis. lines		
224	Services		
225	Transformers		
226	Meters		
	UTILIZATION		
227	Commercial arc installation		
228	Inspection customers' premises		
229	Municipal arc installation		
230	" incandescent installation		
231	Commercial arc repairs		
232	" incandescent renewals		

25	Akron		
	" Cuyahoga Falls		
	" Bedford		
	" Ravenna		
	" Barberton		
	" A		
	" B		
	" Beach City		
	" Canton		
	" High St		
	" Midvale		
	" Macedonia		
	" Gorge		
	" Kenmore Barn		
30	Akron		
	" Cuyahoga Falls		
	" Bedford		
	" Canton		
	" Midvale		
	" Gorge		
31	Ravenna		
	" Bedford		
	" Barberton		
	" A		
	" B		
	" Canton		
	" Massillon		

	Brought		
	" Kenmore Barn		
51	Akron		
	" Cuyahoga Falls		
51	Bedford		
	" Canton		
	" Midvale		
	" Gorge		
52	Akron		
	" Cuyahoga Falls		
	" Bedford		
	" Midvale		
	" Canton		
	" Gorge		
53	Akron		
	" Cuyahoga Falls		
	" Bedford		
	" Canton		
	" Midvale		
	" Gorge		
54	Akron		
	" Cuyahoga Falls		
	" Bedford		
	" Canton		
	" Midvale		
	" Gorge		
55	Ravenna		

205 Mr. Mather:

Q. Mr. Lahr, I hand you a number of documents attached together, the outside of which is marked defendant's exhibit Q, and ask you to examine them and state what they are?

A. The first item is made out to Henry Everett. The first description is "N." the second line is "Between River and Race" and the third is "N.E."

Q. Is that a tax voucher?

A. Yes, sir.

Q. What is the total amount of the taxes entered on that voucher?

A. On the entire voucher?

Q. No, on this one this particular one?

A. $7.12.

Q. Does that description relate to the Gorge property, the portion of it which is described in the plaintiff's petition in this case?

A. It does. The second item is billed to The Northern Ohio Traction & Light Company, the description is "Strip S. of Grantee" the second line is Capital "N of S M Pt" for $2.55.

Q. Does that description relate to the Gorge property, the portion of it which is described in the plaintiff's' petition?

A. Yes, sir.

Q. What is the amount of that item?

A. $2.55.

Q. Is that all of the tax vouchers in that list that relate to the gorge property?

A. Yes, sir.

206 Q. Have those been paid?

A. Yes, sir.

Q. How is that evidenced by that exhibit?

A. By the attached check.

Q. Dated when?

A. July 18th, 1908.

Q. And signed by whom?

A. The Northern Ohio Traction & Light Company by J. R. Nutt, treasurer and countersigned by Will Christy, Vice President.

Q. What is the amount of the check?

A. $8,811.23.

Q. Does that check pay taxes for other property than this described in the vouchers first mentioned?

A. Yes, sir.

A true copy of said voucher, that part thereof containing said two items and said check is hereto next annexed and made a part hereof at pages

210 The Northern Ohio Traction & Light Co. No. 12348.

AKRON, OHIO, Jul- 18, 1908.

Pay to the order of Chas. Currie Gen'l Manager $8,811.23 Eight Eight Hundred and Eleven 23/ Dollars.

To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:

WILL CHRISTY,
V.-Presid-.

211 DEFENDANT'S EX. Q.

207 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

No. 1409

☞ PAY AT
TREASURER'S OFFICE

RECEIVED of _____

For taxes on the following described property for the year 1913 07 in the Township of P

OWNER'S NAME	R	T	Tract	Lot	DESCRIPTIO
Everett Henry A	11	2	3 2 3	6	N Bet Riv N. E
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon as ~~Law forbids~~ Official to abate ~~Penalties on Delinquent~~ Tax

Collector _____

JUNE, 1914

AY AT CASHIER'S WINDOW

~~WM. H.~~

'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

dollars cents

nship of PORTAGE

Books Op

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 1943		Penalty		Special		Last Half Tax 1943	
				D	C	D	C	D	C	D	C
(River + Race	39	14	396							34	
	38	16	380							33	
	3	50	40								3
										7	1
Total											

tor

When Tax is paid this
with Official Stamp

~~ROEGER~~, Treasurer

Myers

08

1914

n April 1 to June 20

Due June 20, 1914 08		Total Tax 1913 07	
D	C	D	C

ill must be receipted
of the Treasurer

~~WM. H. KROEGER~~, Treasurer

J S. Myers.

08

1914

Books Open April 1 to June 20

Last Half Tax 1913 07		Due June 20, 1914 08		Total Tax 1913 07	
D	C	D	C	D	C
	79				
1	76				
2	55				

is paid this bill must be receipted
fficial Stamp of the Treasurer

[illegible]	.82
Stow School	.72
Township Village School	1.40
Village	1.63
Northampton	1.63
Bath School	1.03
Stow School	.96
Boston School	.71

" Portage School	.80
" Portage School	.86
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

No. 1617 $8,811.23

Summit Co., Treasurer

City

For Taxes

Month of July 1908

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
Taxes Accrued		8,811.23	
Defendant's Ex. Q.			

2 Ballast				54 Mis. p'rp't sup. & ex.	
3 Ties				55 Sub st'n sup. and exp.	
4 Rails				56 Power purchased	
5 Rail F'st'ng & Joints				57 Power exch'n'd Bal.	
6 Specia Work				58 Other operations, Dr.	
7 Underground con't'n				59 Other operations, Cr.	
8 R. and T. Labor				60 Pass. con., mot., tr'm	
9 Paving				61 Ft. & ex. " " "	
10 Misc. R. & T. exp.				62 Mis. car service emp.	
11 Cleaning & Sanding				63 Mis. car service exp.	
12 Remov, snow, ice, s'd				64 Station employees	
13 Tunnels				65 Station expenses	
15 Bridg., tres, & culv.				66 Carhouse employees	
16 Cross'gs, fence, signs				67 Carhouse expenses	
17 Signal & in'tl'k'gsys				68 Op. sig'l int'tl'k'g sys	
18 Tel. & telg. systems				69 Op. tel. & telg. sys.	
19 Other mis. way exp.				70 Ex. frt. coll'ns & deliv.	
20 Poles and fixtures				71 Loss and damage	
21 Underg'd conduits				72 Other transp'n exp.	
22 Transmission system				73 Sal. & ex. gen. of'rs.	
23 Distribution system				74 Sal. ex. gen. of cks.	
24 Misc. electric line exp.				75 Gen. of Sup. & ex	
25 Buildings & structures				76 Law expenses	
26 Dep'c'n way & str's.				77 Relief Dept. exp.	
27 Other operations, Dr.				78 Pensions	
28 Other operations, Cr.				79 Mis. general exp.	
29 Super. of equipment				80 Other operations, Dr.	
30 Power plant equip't				81 Other operations, Cr.	
31 Substation equipment				82 Injuries and damages	
32 Pass'g'r & comb. cars				83 Insurance	
33 Ft., ex., and mail cars				84 Stationery & printing	

	Brought.....		
	TRANSMISSION		
209	Sub station wages.....		
210	Maint. trans. lines.....		
211	Sub station sup. & exp.....		
212	Maintaining sub station buildings.....		
213	" " " equipment.....		
	STORAGE BATTERY		
214	Wages.....		
215	Supplies.....		
216	Battery repairs.....		
217	" accessories.....		
	DISTRIBUTION		
218	Wages.....		
219	Supplies and expenses.....		
220	Set'g and rem. meters and transformers.....		
221	Underground conduits.....		
222	Overhead dis. lines.....		
223	Underground dis. lines.....		
224	Services.....		
225	Transformers.....		
226	Meters.....		
	UTILIZATION		
227	Commercial arc installation.....		
228	Inspection customers' premises.....		
229	Municipal arc installation.....		
230	" incandescent installation.....		
231	Commercial arc repairs.....		
232	" incandescent renewals.....		

25	Akron.....		
	" Cuyahoga Falls.....		
	" Bedford.....		
	" Ravenna.....		
	" Barberton.....		
	" A.....		
	" B.....		
	" Beach City.....		
	" Canton.....		
	" High St.....		
	" Midvale.....		
	" Macedonia.....		
	" Gorge.....		
	" Kenmore Barn.....		
30	Akron.....		
	" Cuyahoga Falls.....		
	" Bedford.....		
	" Canton.....		
	" Midvale.....		
	" Gorge.....		
31	Ravenna.....		
	" Bedford.....		
	" Barberton.....		
	" A.....		
	" B.....		
	" Canton.....		
	" Massillon.....		

	Brought.....		
	" Kenmore Barn.....		
51	Akron.....		
	" Cuyahoga Falls.....		
51	Bedford.....		
	" Canton.....		
	" Midvale.....		
	" Gorge.....		
52	Akron.....		
	" Cuyahoga Falls.....		
	" Bedford.....		
	" Midvale.....		
	" Canton.....		
	" Gorge.....		
53	Akron.....		
	" Cuyahoga Falls.....		
	" Bedford.....		
	" Canton.....		
	" Midvale.....		
	" Gorge.....		
54	Akron.....		
	" Cuyahoga Falls.....		
	" Bedford.....		
	" Canton.....		
	" Midvale.....		
	" Gorge.....		
55	Ravenna.....		

Mr. Mather:

I hand you a number of documents attached together, the
le one of which is marked defendant's exhibit R. and ask you
amine them and state what they are?
The first one is Billed to The Northern Ohio Traction & Light
pany and the description is first, "North of River, west of road,"
econd line is "M. W." and the third line is "East of Railway"
he total is $78.89.
What is that document if you know?
It is a tax receipt.
What is the next one?
A bill to The Northern Ohio Traction & Light Company, the
iption "Strip S of Grantee," and the second "N of L. N. Pt."
What is the amount of that?
$2.70.
What is that voucher if you know?
Taxes on the gorge property.
What is the next one?
The third is a bill to Henry A. Everett and the description is,
line, "N" and the second line "North of River" and the third
is capital "M" capital "W" and the fourth line is Old Maid's
hen."
What is the amount of that voucher?
$230.03.
Is that a tax receipt?
Yes, sir.
What is the next one?
A. A bill to Henry A. Everett, the description, first line capital "N" and the second line "Between River and race" and the third line is "N 2."
What is the amount of that voucher?
$7.53.
Are those all for the same or—what is the date of the year, amount as shown on the first voucher of $78.89 what is the ding of the column over those figures?
Last half *pax* 1908.
And with respect to the next one?
Last half tax 1908.
And the next one?
Last half tax 1908.
What is the amount of the last one?
$7.53.
Do each of those refer to the gorge property a portion of which described in the plaintiff's petition?
Yes, sir.
Have those been paid?
Yes, sir.
How is that evidenced by that exhibit?
By the attached check.
Dated when?

A. July 16th, 1909.
Q. For what amount?
A. $10,112.29.
Q. Signed by whom?
A. The Northern Ohio Traction & Light Company, J. R.
214 Nutt, Treasurer, and Will Christy, Vice President.

Mr. Mather: We offer in evidence defendant's exhibit R.

A true copy of that portion of the voucher marked defendant's exhibit R, which contains the items and check referred to is hereto next annexed and made a part hereof, see page

No. 1125

☞ PAY A
TREASURER'S OFFI

RECEIVED of _____

For taxes on the following described property for the year 1913 05 in the Township of

OWNER'S NAME	R	T	Tract	Lot	DESCRIPT
N.O.T. + Light Co.	10	3		12	N. J. Rive
	11	2	2		
	10	3		12	E. of Ry.
For Rate of Tax see other side					

☞ Examine this Receipt and see that all your Lands and Lots appear thereon ~~as Law forbids Official to abate Penalties on Delinquent Tax~~

Collector _____

JUNE, 1914 09

PAY AT CASHIER'S WINDOW

ER'S OFFICE, AKRON, SUMMIT COUNTY, OHIO

~~WM. H. KROEGER,~~ Treasurer
J. S. Myers.

dollars cents 1914

ownship of ~~COVENTRY~~ Cuyahoga Falls. Books Open April 1 to June 20

DESCRIPTION	Acres	100	Value	Delinq. Tax Dec. 1913		Penalty		Special		Last Half Tax 1913		Due June 20, 1914		Total Tax 1913	
				D	C	D	C	D	C	D	C	D	C	D	C
River, W. J. Rd.	6	99	760							6	96				
" Ry.	2	59	100							1	31				
	2		70							1	62				
										7	89				
Total															

lector

When Tax is paid this bill must be receipted with Official Stamp of the Treasurer

215

Boston		.58
"	Northampton School	.90
"	Richfield School	.94
"	Peninsula School	.95
"	Peninsula Village	1.06
Copley		1.12
"	Bath School	.56
"	Portage School	.78
"	Sharon School	.96
Coventry		.50
"	Springfield School	.79
"	Barberton School	.82
"	Akron School	.81
"	Barberton City	1.15
"	Kenmore Village	1.04
Cuyahoga Falls		1.20
Franklin		.81
"	Clinton School	1.08
"	Clinton Village	1.06
Green		.90
"	Jackson School	.70
"	Springfield School	.87
Hudson		.56
"	Boston School	.57
"	Stow School	.82
"	Township Village School	.72
"	Village	1.40
Northampton		1.03
"	Bath School	1.03
"	Stow School	.96
"	Boston School	.71
"	[illegible]	.71
"	Boston School	

" Portage School	.83
" Portage School	.85
Northfield Village	.57
" Macedonia Village	.88
Norton	.70
" Wadsworth School	.68
" Coventry School	.61
" Western Star School	.62
" Western Star Village	.54
" Barberton School	.93
" Barberton City	1.14
Portage	.80
" Akron School	.86
Richfield	1.02
" Boston School	.66
" Hinkley School	1.04
Springfield	.84
" Suffield School	.65
" Akron School	.86
" Mogadore School	.96
" Mogadore Village	1.14
Stow	.82
" Monroe Falls School	.59
Tallmadge	.74
" Monroe Falls School	.58
Twinsburg	1.18
Akron	1.26

Form 3—536—8-19-13—41537

No. 5035 $ 10,112.29

Summit County Treasurer

City

For Taxes

Month of July 1909

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account		
Material on Hand, Cuyahoga Falls		
" " " Canton		
Electrical Supplies		
Taxes Accrued	10,039.86	
Will Christy Trustee	72.43	
Defendant Ex. R.		

1	Supt. ... sys and ...			Brought	
2	Ballast		54	Mis. p'rp't sup. ... ex.	
3	Ties		55	Sub st'n sup. and exp.	
4	Rails		56	Power purchased	
5	Rail F'st'ng & Joints		57	Power exch'n'd Bal.	
6	Specia Work		58	Other operations, Dr.	
7	Underground con't'n		59	Other operations, Cr.	
8	R. and T. Labor		60	Pass. con., mot., tr'm	
9	Paving		61	Ft. & ex. " " "	
10	Misc. R. & T. exp		62	Mis. car service emp.	
11	Cleaning & Sanding		63	Mis. car service exp.	
12	Remov, snow, ice, s'd		64	Station employees	
13	Tunnels		65	Station expenses	
15	Bridg., tres, & culv		66	Carhouse employees	
16	Cross'gs, fence, signs		67	Carhouse expenses	
17	Signal & in'd'l'k'g sys		68	Op. sig'l int'd'l'k'g sys	
18	Tel. & telg. systems		69	Op. tel. & telg. sys.	
19	Other mis. way exp.		70	Ex. frt. coll'ns & deliv.	
20	Poles and fixtures		71	Loss and damage	
21	Underg'd conduits		72	Other transp'n exp.	
22	Transmission system		73	Sal. & ex. gen. of'rs	
23	Distribution system		74	Sal. ex. gen. of cks.	
24	Misc. electric line exp.		76	Gen. of Sup. & ex	
25	Buildings & structures		76	Law expenses	
26	Dep'c'n way & str's		77	Relief Dept. exp.	
27	Other operations, Dr.		78	Pensions	
28	Other operations, Cr.		79	Mis. general exp.	
29	Super. of equipment		80	Other operations, Dr.	
30	Power plant equip't		81	Other operations, Cr.	
31	Substation equipment		82	Injuries and damages	
32	Pass'r & fr. comb. car		83	Insurance	

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

219 The Northern Ohio Traction & Light Company. No. 15214.

AKRON, OHIO, Jul- 16, 1909.

Pay to the order of Chas. Currie Gen'l Manager $10,112.29 Ten Thousand One Hundred and Twelve 29/ Dollars.

To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:
WILL CHRISTY,
V.-President.

220 DEFENDANT'- EX. R.

221 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

222 Mr. Mather: I hand you now a number of documents attached together the outside one of which is marked defendant's exhibit S and ask you to examine them and state what that is?

The Court: What year is that for?

Mr. Mather: He will tell that. It is for 1912.

The Court: I don't see any use of wasting any time on those. You have got the property now.

Mr. Mather: I don't know either. I'll withdraw the offer.

Q. I hand you a document or documents marked defendant's exhibit T-1 and——

Mr. Frank: These exhibits may be offered without any further identification and save the time.

Mr. Mather:

Q. We offer defendant's exhibit T-1 to T-15 inclusive and ask you to examine them and state what they are, just state what they relate to?

A. They relate to preliminary expenditures.

Mr. Frank: They relate to that $1,500, expense testified to yesterday?

A. Yes, sir.

Mr. Mather:

Q. Paid by whom?

A. By the officers of The Northern Ohio Traction & Light Company.

Q. Upon what property?

A. The gorge property for 1910.

Q. Prior to January 20th 1911?

A. Yes, sir.

223 The Court: What is this?

Mr. Mather: The ledger account of The Akron, Bedford and Cleveland Railway Company showing the payment of $10,000.00 for the Millbank property.

Q. I hand you defendant's exhibit U and ask you to examine that and state what that is?

A. The is the ledger or the journal of The A B C Railway Company.

Q. Turn to the page relating to the gorge property? What is this exhibit?

A. The journal of The A. B. C. Railway Company showing an expenditure of $10,000.00.

Mr. Mather: We offer page 317 line reading "folio 62 is that it?

A. Yes, sir.

Mr. Mather: Bills Payable, Dime Bank, $10,000.00 and the following line, Four months from December 10th due 4-10 '97 with interest, and the following line reading capital N. Y. Draft, proceeds, of above, and the following line reading, note used to pur-

chase draft, and the following line to apply on Millbank deal. That and the Entry December 10th 1897.

Mr. Mather:

Q. We also offer page 372 of the same exhibit reading,—the line there?

A. Folio 167, description Millbank $20,000.00. that is the charge, the credit.

Mr. Mather:

Q. And on the opposite page 373 read that.

A. Folio 63, bills payable, mortgage date December 14th '97 5%, semi annual $20,000.00. that is the credit.

Q. I hand you defendant's exhibit W. and ask you to examine it and state what that is?

A. That is the A. B. C. Railway Company's ledger.

224 Mr. Mather: I offer page 167—. Is it agreed I shall read into the record what we want?

Mr. Frank: I want to save an objection and an exception.

Mr. Mather: All I want to show is that——

The Court: What is your objection to this offer?

Mr. Frank: That it is immaterial as a matter of fact.

The Court: Are you making an objection and taking an exception as to the character of the entry?

Mr. Frank: No I won't raise any objection as to the character of it.

The Court: Who made this entry?

Mr. Mather: This is the original book of accounts of The A. B. C. Road from page 167——

Mr. Frank: There is no objection as to the mere fact that the record has not been identified or that this is not the best evidence. Simply that it is immaterial and incompetent.

Mr. Mather:

Q. Read this there as to the purchase of the Millbank property.

A. Page 167, Mill-bank property and hydraulics, 1897, December the tenth, New York Draft, journal folio 316, $10,000.00. June 30th, 1898 Journal folio 372, $20,000.00.

Q. Was that the payment of the bills?

A. That was the note in this item, and paid by The Northern Ohio Traction & Light Company.

225 Cross-examination.

(By Mr. Frank):

Q. Mr. Lahr, on Defendant's exhibit T-1 the item of $20.00 there is for the expenses of Mr. L. E. Beilstein in attending a meeting of the power committee?

A. Yes, sir.

Q. And in your distribution was charged to the New Central Power Station?

A. Yes, sir.

Q. On Defendant's exhibit T-2, 85 cents only is charged to the power station?

A. Yes, sir .

Q. And that item of 85 cents that is express charges on something from the engineers?

A. Yes, sir.

Q. And T-3 the item of $750. relates to some engineering services under date of May 20th, 1910?

A. Yes, sir.

Q. And T-4 an item of fifty dollars is services and expenses of Mr. L. E. Beilstein, one of the directors of The Traction Company?

A. Yes, on the power committee.

Q. And T-6 an item of $5.30 is an item for one day's services in inspecting coal leases in Noble County and expenses?

A. Yes, sir.

Q. And in the distribution charged to The Northern Ohio Power Company?

A. Yes, sir.

226 Q. Exhibit T-7 an item of $5.50 is for meals and lodging likewise charged to The Northern Ohio Power Company?

A. Yes, sir.

Q. *Q* And T-8 an item of $65.10 is for a trip to Coal mines at Ava, Ohio, H. A. Everett, F. S. Borton, L. E. Beilstein, J. T. Ross, F. F. Wilkinson, W .E. Davis, and Charles Currie, hotel, railway fares and so forth and charged to The Northern Ohio Power Company?

A. Yes, sir.

Q. And the *tiem* on exhibit T-9 an item of 75 cents only is chargeable in this list to The Northern Ohio Power Company?

A. Yes, sir.

Q. Only that 75 cent item is in this $1500. list? Is that right?

A. Yes, sir.

Q. You know what that item is there?

A. Three meals for the porter.

Q. That item then is for three meals for the porter on a trip to Canal Dover and return?

A. Yes, sir.

Q. On T-10 thirty cents is all that is charged to The Power Company?

A. Yes, sir.

Q. And that is all that enters into the $1500. list or aggregation in this exhibit?

A. Yes, sir.

Q. Will you select out the thirty cent item and show what it is?

227 A. Yes, sir, an express company receipt for thirty cents.

Q. For the transportation of what?

A. Coal property maps.

Q. From Caldwell Ohio?

A. Yes, sir.

And T-11 $446.81 is expenses of Will Christy, H. A. Everett, les Currie, and W. E. Davis on an eastern trip inspecting car s and power stations?

Yes, sir.

And charged to The Northern Ohio Power Company?

Yes, sir.

And Exhibit T-12 Miscellaneous items of $7.00 is chargeable he Northern Ohio Power Company and the rest of that relates her matters? I believe?

Yes, sir.

And exhibit T-13 an item aggregating $29,208.40, $142.60 enters into this item and is for labor charged to The Northern Power Company? Is that right?

Yes, sir.

And this item on Exhibit T-15 is that rent?

Office rent.

For what room?

It is one of these rooms here which one I cannot say. An there.

An office rented by The Northern Ohio Power company?

A. Yes, sir.

Q. And The Northern Ohio Traction and Light Company paid the rent?

Yes, sir.

T-14 has an $18.00 item chargeable to the Northern Ohio r Company, please find that for me. That is lumber from The erick Lumber Company?

Yes, sir.

In reference to the items relating to the coal property to which led your attention to several —, it is true is it not that during year your company was considering the location of a power house where those coal mines were located?

I do not know.

You say you don't know?

No, sir.

Your relation to this company is auditor?

Yes, sir.

Of the books of the company?

Yes, sir.

Are you a director of the company?

No, sir.

Do you know who the directors of the company now are?

I know who they are now.

You have been—you knew who they were in 1910?

I don't remember the names, I knew who they were, yes, sir.

Had you heard any talk on the part of the directors concerning the location or erection of a power house down where some coal mines are located in Noble county?

jected to.

I didn't.

Q. Do you know who the secretary of The Northern Ohio Power Company is?
A. I do not.
Q. You know who the president is?
A. No, sir.
Q. Are you a director of The Northern Realty Company?
A. The Northern Realty Company?
Q. Yes.
A. I am an officer.
Q. What position do you hold?
A. Secretary and Treasurer.
Q. You have the corporate books of the Company have you?
A. They're at the office.
Q. What is that?
A. They're in our office.

Mr. Mather: I can't see the relevancy of this examination.

230 And thereupon the defendant for the purpose of further maintaining the issues upon its part to be maintained, offered as a witness its attorney, N. O. MATHER, who, being first duly sworn, testified as follows:

Direct examination.

(By Mr. Nesbit).

Q. Your name is N. O. Mather?
A. Yes, sir.
Q. You are one of the attorneys for The Northern Ohio Traction & Light Company?
A. Yes, sir.
Q. Do you know of a corporation known as The Northern Realty Company?
A. I do.
Q. When was it organized if you know?
A. It was organized on the 15th. day of November 1909.
Q. Do you know who the stockholders of that Company are?
A. The stockholders of that company are as follows,—The Northern Ohio Traction & Light Company owns 95 shares; Will Christy owns 1 share; Charles Lahr owns 1 share; Charles Currie owns 1 share; C. F. More owns 1 share; N. O. Mather owns 1 share.
Q. Who are the directors of that Company?
A. Will C*rh*isty and——

231 Mr. Frank: We ask to have the books produced for those affairs.

Mr. Mather: We don't care anything about the evidence if you don't. If you want to find out about the company we will volunteer the information.

The Court: I don't see what difference it makes about this Northern Ohio Realty Company,—I'll sustain the objection.

Mr. Nesbit:

. I'll ask you Mr. Mather if you ever saw a document that has n referred to in the testimony as a declaration of trust signed by ıry A. Everett to The Akron Bedford and Cleveland Railroad ıpany, relating to the property described or at least part of the perty described in the petition?

bjected to—objection overruled—plaintiff excepts.

. I have seen the document. I procured it from the files of Northern Ohio Traction and Light Company about the time the of The Big Cuyahoga Light, Heat and Power Company against Turner, Vaughn and Taylor Company was begun in the probate rt of this county, which was about June 4th or 5th, 1908. I was ined by The Northern Ohio Traction and Light Company at that e as their attorney in the case and got that document from their at that time for examination in connection with that litigation. id it in my office——

The Court:

. Attorney for what company?

. The Northern Ohio Traction & Light company was a party endant in that suit. I had that in my office a long time I should ge two or three years.

Mr. Nesbit:

Q. Do you know where that instrument is now?
A. I do not.
Q. Have you made any search for it?

. I have made a very thorough search for it in my present office the law office I was then in at that time, then Grant, Sieber and ther, and I am unable to find it.

. Do you recall the substance of that instrument?

. I do. When I had it I copied the gist of it on a paper a memorandum for use in that case, and I have that paragraph n me now.

. Can you give us the substance as nearly as you can reciting provisions of that instrument?

Ir. Frank: We object to using that paper.

Ir. Mather: Well, I'll give you my recollection.

Ir. Frank: We have a stenographer who is not familiar with the er that we may have an exception to all this line of testimony nout it being specifically made.

The Court: You may have the exceptions.

Ir. Mather: The instrument recited about as follows: Whereas, *ereas* The Akron, Bedford and Cleveland Railway Company has chased from Jeremiah Millbank, I think the name was, through executor and executrix, naming them, the property, referring to it the gorge property, or The Millbank Property or tract of land, l had paid or obligated itself to pay the entire consideration price refor, and had directed that a conveyance be made to Henry A.

Everett, the undersigned, to hold in trust for the use and benefit o
The Akron, Bedford and Cleveland Railway Company, there-
233 fore in consideration of the premises I the undersigned do
hereby agree to hold in trust said premises for the use and
benefit of The Akron, Bedford and Cleveland Railway Company s
long as it may desire, the company to pay all taxes, assessments and
other charges upon the property, and at any time upon the reques
of The Akron, Bedford and Cleveland Railway Company to convey
said premises to The Akron, Bedford and Cleveland Railway Com
pany or to any person, firm or corporation whom it may name. And
that instrument was signed by Henry A. Everett.

Q. Did you prepare the deed from Henry A. Everett to The North
ern Realty Company conveying this what is known as the gorge prop
erty to The Northern Realty Company?

A. Yes, I did.

Q. What is the fact as to whether you are familiar with that
transaction?

A. I am.

Q. Was any consideration paid Henry A. Everett at the time that
the—for the transfer of that property?

A. Not a cent, and it was signed by Henry A. Everett and Joseph
ine Everett, his wife.

Q. Are you an officer of The Northern Realty Company?

A. Yes, sir.

Q. What relation outside of your being an officer did you have
with the realty company and do you now have?

A. I organized The Northern Realty Company and I have been
its attorney ever since it has been organized.

234 Q. What property does The Northern Realty own?

Objected to——

The Court: What difference does that make? Objection sus-
tained.

Mr. Nesbit:

Q. Who directed you to organize The Northern Realty Com
pany?

Objected to—objection sustained.

Cross-examination.

(By Mr. Frank:)

Q. Who is the secretary of The Northern Ohio Power Com
pany?

A. Of the Northern Ohio Power Company, T. W. Wakeman is
secretary of The Northern Ohio Power Company.

Q. He is still secretary?

A. Yes, sir.

Q. Do you know Mr. Mather when the certificate of subscription
of ten per cent of the capital stock was subscribed to the Northern
Ohio Power Company or made up?

. I can't give you the date. Not exactly. In fact I can't give
you approximately without reference to memorandum.
. Wakeman I take it has the company's books the corporate
ks?
. I don't think he has.
. Where is that?
. I think I have it.
. Will you produce the corporate record for us?
. Of the Power Company?
. Yes.
. I don't think it is competent.

Mr. Frank: We will subpœna you then to produce it and determine its competency afterwards.
Ir. Mather: Well, sure I can produce it if you want to take up time. Is that all you want to know?
Ir. Frank: I want to examine it.
Ir. Mather: You can't examine the private records of The thern Ohio Power Company or of any other corporation unless court deems it competent.
Ir. Mather: I'll now offer in evidence or do offer in evidence deed of Millbanks to Henry A. Everett, dated December 14th. 7, recorded in Volume 233 page 447 Summit County records of ls.

A true copy of said deed is hereto attached and made a part eof.

Ir. Mather: I'll also offer and do now offer in evidence the l of Henry A. Everett to The Northern Realty Company dated ember 20th 1910 and recorded in Volume 383 page 455, Sum- County Records of deeds.

A true copy of said deed is hereto attached and made a part eof at pages to hereof inclusive.)

Ir. Mather: I offer in evidence the deed of George Sackett Trus- to The Akron, Bedford and Cleveland Railway Company, re- led in Volume 235 page 242 Summit County Records of deeds.
Ir. Frank: I shall object to it.
Ir. Mather: We offer it now.
Ir. Frank: I'll object to it now.
The Court: It may be admitted.
Plaintiff excepts.

A true copy of said deed is hereto attached and made a part eof at page — to — hereof inclusive.)

236 Elizabeth M. Anderson, Joseph Milbank, as Executrix and Executor, &c., of Jeremiah Milbank, to Henry A. Everett.

This Indenture, made the fourteenth day of December, in the year of our Lord One Thousand Eight Hundred and Ninety-seven, between Elizabeth M. Anderson and Joseph Millbank, as Executrix and Executor under the last will and testament of Jeremiah Milbank, deceased, Parties of the First Part, and Henry A. Everett, of the City of Cleveland, County of Cuayahoga, and State of Ohio, Party of the Second Part, Witnesseth:

Whereas, the said Jeremiah Milbank died leaving a last will and testament which was duly admitted to probate by the Surrogate's court of the City and County of New York, State of New York, on the 6th day of June, 1884, which said last will and testament was recorded in the records of the office of said Surrogate in liber 326 of Wills, at page 407; and,

237 Whereas, the said parties of the first part were appointed respectively executrix and executor under the said last will and testament, and duly qualified as such and are now the only acting executrix and executor thereunder.

Now, Therefore, the said parties of the first part by virtue of the power of attorney to them given in and by said last will and testament, and in consideration of the sum of one dollar and of other good and valuable considerations, the receipt whereof from the said party of the second part is hereby acknowledged, do hereby grant bargain, sell and convey to the said party of the second part, his heirs, and assigns forever, all the right, title and interest of the said parties of the first part, as executrix and executor as aforesaid, in and to the following described premises (or in and to so much thereof as said Jeremiah Milbank died seized of) to-wit:

All that tract or parcel of land situated, lying and being in the Township of Portage, and in the Village of Cuyahoga Falls, Township of Cuyahoga Falls, County of Summit, and State of Ohio, known as being part of tract number 2, formerly all in said

238 Township of Portage, and described as follows:

Beginning at an iron pin set on the island at the northwest corner of lot number 6, Tract number 3 of Portage Township, and at the southeast corner of a tract of land containing 105.83 acres which was deeded by Seth Day and wife to the Portage Canal and Manufacturing Company, August 6, 1838; thence north 1 degree, 20′ east 1315 feet along the east line of said 105.83 acre tract to a stone pipe at the northeast corner of said 105.83 acre tract; thence north 88 degrees, 30′ west 3405.60 feet along the north line of said 105.83 acre tract to a hard head stone at the northwest corner of said 105.83 acre tract; thence south 0 degrees, 30′ west 760 feet along the west line of said 105.83 acre tract, and which is the west line of Cuyahoga Falls Township, and the same continued to a stone pipe; thence south 87 degrees 38′ east 673 feet to an iron pin which is set 627 feet north of the northeast corner of lot 3, tract 3 Portage Township; thence north 89 degrees, 38′ east 1354.30

to a stone which is set 660 feet north of the northeast corner ot 4, tract 3 Portage Township; thence east 410.50 feet yellow oak tree 24 inches in diameter; thence south 78 degrees, 15′ east 270.60 feet to a yellow oak tree; thence south 8 degrees, 15′ east 108.90 feet to a marked stone; thence south 45 degrees 40′ east 99 feet to a marked white oak tree; ce south 3 degrees 45′ east 170 feet to a stone; thence south egrees east 99 feet to a marked white oak tree; thence south 31 ees east 112.80 feet to a marked black oak tree; thence south egrees east 97.60 feet to a black oak tree; thence north 85 de- 30′ east 408 feet along the north line of lot 5, Tract 3 Portage nship, to the beginning and containing 66.03 acres of land, es magnetical of the year 1879.

so all that certain tract or parcel of land situate, lying and in the said Township of Portage, known as being part of lot ber 5 in tract number 3, and described as follows:

ginning at an iron pin set on the island at the northeast corner id Lot 5; thence south 2 degrees west along the east line of said 9444.46 feet; thence running parallel to and 50 feet from the erly face of the retaining wall of what is known as the Chuckery Race, the following courses and distances:

North 47 degrees, 30′ west 125.40 feet. North 33 degrees 15′ west 112.20 feet. North 15 degrees west 237.60 North 0 degrees 45′ west 191.40 feet. North 11 degrees 30′ 105.60 feet. North 18 degrees 30′ west 132 feet. North 26 ees 30′ west 99 feet to the north line of lot 5. Thence along ine north 86 degrees east 351.78 feet to the beginning and aining 4.50 acres of land. Courses magnetical as surveyed l 15th, 1880.

so all that certain tract or parcel of land situate, lying and in said Township of Portage, known as being part of lot num- in Tract number 3, and described as follows:

ginning at the northeast corner of said lot at a marked hem- tree standing near the north bank of the Cuyahoga River; e north 88 degrees west 1341.10 feet along the south line of belonging to H. C. Grant to an iron pin set on an island in the hoga River at the northwest corner of said lot 6; thence south ree 45′ west 2012.30 feet along the west line of said lot num- to an iron pin set in the center line of the old Akron and Cuyahoga Falls Road; thence north 66 degrees 30′ east 216.48 feet along said road center to an iron pin; thence north 52 degrees 15′ east 844.14 feet along said road center iron pin; thence north 41 degrees 30′ east 217.14 feet along road center to an iron pin; thence north 45 degrees 30′ east 06 feet along said road center to an iron pin; thence north egrees 30′ east along said road center 160.38 feet to an iron thence north 51 degrees 30′ east along road center 231 feet to on pin; thence north 48 degrees east 23.10 feet along road r to an iron pin set in the east line of said lot; thence north 2 es 12′ east 810 feet along the east line of said lot 6 to the

beginning and containing 45.68 acres of land. Courses magnetical of the year 1879.

And also all that certain tract or parcel of land situate, lying and being in the said Village and Township of Cuyahoga Falls, known as being a part of tract number 1, formerly in the Township of Tallmadge, and described as follows:

Beginning at an iron pin set at the northwest corner of
242 tract number 5; thence north 2 degrees 12′ east 763.6 feet along what was formerly the west line of Tallmadge Township to a stone pipe (this line crosses the Cuyahoga River) which stone pipe is set at a point 612 feet south, measuring along said township line from the point where said township line intersects the center line of the County road, recorded as County View number 218; thence from said stone pipe along a line which is one rod west of the high bank of the Cuyahoga River the following courses and distances:

North 34 degrees 35′ east 264 feet; north 27 degrees 35′ east 286.44 feet; north 2 degrees 30′ west 116.16 feet; north 24 degrees 10′ west 138 feet; north 8 degrees 40′ east 107.60 feet; north 19 degrees 31′ east 108.24 feet; north 36 degrees 40′ east 168.30 feet; north 53 degrees 40′ east 454.70 feet, and north 35 degrees east 280.70 feet to a stone pipe set in Thomas Patterson's north line; thence, leaving said one rod line, north 63 degrees 10′ west along Thomas Patterson's north line 85.14 feet to the east line of Front Street and to a stone pipe; thence north 32 degrees 40′ east
243 640 feet along the east line of Front Street to a stone pipe to an angle in east line of said street; thence north 26 degrees 20′ east 268 feet along east line of Front Street to a stone pipe; thence south 63 degrees 40′ east 139.12 feet along the south line of a tract of land containing one and 43/100 acres of land conveyed by Jeremiah Milbank to John Hinde on the 14th day of October, 1879, and which line is in a continuation of the south line of Chestnut Street; thence north 34 degrees 35′ east 380.16 feet along the east line of said 1.43 acres piece of land to its northeast corner; thence north 32 degrees east 89.10 feet (this line is on top of a perpendicular bank on the west side of the Cuyahoga River and is also the east line of the Falls Rivet and Machine Company), thence south 75 degrees east 157 feet on a line of land of said company to a point which is on top of the perpendicular bank on said east side of said river; thence south 23 degrees west 118.80 feet on a line which is on top of said east bank; thence south 63 degrees east 52 feet to the west line of Water Street where an iron grate bar
244 is set; thence south 22 degrees 30′ west 660 feet along the west side of Water Street to an iron pin; thence south 17 degrees 30′ west 663.34 feet along the west side of said Water Street to an iron pin; thence north 63 degrees 37′ west 128.04 feet along north line of land formerly belonging to C. S. Sill to an iron pin; thence south 31 degrees 30′ west 317.46 feet along the west line of same land to an iron pin; thence south 41 degrees 30′ west 341.88 feet along west line of same land to an iron pin; thence south 78 degrees 30′ east 289.74 feet along south line of same land to an iron

thence south 30 degrees 30′ west 824.34 feet to an iron pin; ce north 81 degrees west 69.96 feet along the north line of land nging to William Walsh to an iron pin; thence south 31 de- s 30′ west 820.40 feet along west line of land belonging to Wil- Walsh to an iron pin; thence south 87 degrees 30′ west 66 ; thence south 29 degrees 30′ west 144.50 feet; thence north 87 degrees 30′ west 258.72 feet along the north line of tract 5 to the beginning, and containing 43.68 acres of land, courses magnetical for the year 1879.

ıbject to the rights of the Cleveland, Akron and Columbus Rail- Company.

e all the aforesaid courses and distances more or less.

lso all water power and milling rights belonging to the said ıises, excepting such as may have been conveyed by the said miah Milbank.

nd all the estate, title and interest of the said parties of the part, either in law or in equity, of, in and to the said premises, also all the estate, title and interest of the said parties of the part, of, in and to any and all other real property in said town- s of Portage and Cuyahoga Falls of which said Jeremiah Mil- k died seized, together with all the rights, privileges and appur- nces to the same belonging, and all the rents, issues and profits thereof.

To have and to hold the same to the only proper use of the said party of the second part, his heirs and assigns for- , subject, however, to any and all legal highways, easements, lic rights, and rights granted or accrued to any steam, electric, ther railroad or railroad company, or any individual, and also ect to all taxes and assessments on the said premises or any part eof subsequent to the taxes or assessments payable in the year 3.

nd said Elizabeth M. Anderson and Joseph Milbank for them- es, their heirs, executors, and administrators, do hereby covenant the said party of the second part, his heirs and assigns, that her the said Elizabeth M. Anderson nor the said Joseph Mil- k has done nor suffered anything whereby the said premises have n encumbered in any way whatever.

n witness whereof, the said parties of the first part have here- o set their hands and seals the day and year first above writ- ten.

ELIZABETH M. ANDERSON,
As Ex'tx., Etc.,

JOSEPH MILBANK,
As Ex'c'r, &c.

igned, sealed and delivered in the presence of:

ALBERT E. SEIBERT.
GEO. H. CORRY.

STATE OF NEW YORK,
City and County of New York, ss:

Be it remembered that on the seventeenth day of December, 1897, before me personally appeared Elizabeth M. Anderson, one of the persons who executed the foregoing instrument, and duly acknowledged that she executed the same as executrix as therein described as her free and voluntary act and deed for the uses and purposes therein expressed and mentioned.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

[SEAL.] GEO. H. CORRY,
Commissioner of the State of Ohio, Office 56 Wall Street, New York.

STATE OF NEW YORK,
City and County of New York:

248 Be it remembered that on the eighteenth day of December, 1897, before me personally appeared Joseph Milbank, one of the persons who executed the foregoing instrument, and duly acknowledged that he executed the same as executor as therein described as his free and voluntary act and deed for the uses and purposes therein expressed and mentioned.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

[SEAL.] GEO. H. CURRY,
Commissioner of the State of Ohio, Office 56 Wall Street, New York.

Received Dec. 23", 1897, at 8:40 A. M.
Recorded Dec. 29", 1897.
W. ALLING, *Recorder.*

249 *Deed.*

No. 34411.

H. A. Everett to The Northern Realty Co.

Know All Men By These Presents, That I, H. A. Everett, the Grantor, for Divers Good causes and Consideration thereunto moving, and especially for the sum of One Dollar ($1.00) received to my full satisfaction of The Northern Realty Co., the Grantee, have Given, Granted, Remised, Released and forever Quit-claimed, and do by these presents absolutely Give, Grant, Remise, Release and forever Quit-claim unto the said Grantee, its successors and assigns forever, all such right and Title as I, the said Grantor, have or ought to have in and to the following described Pieces or Parcels of Land.

First Parcel. Situated in the Township of Portage, County of Summit, and State of Ohio, and known as all that tract or parcel

land situated, lying and being in the Township of Portage, and
in the Village of Cuyahoga Falls, Township of Cuyahoga
) Falls, County of Summit and State of Ohio, known as being
part of tract No. 2, formerly all in said Township of Portage
l described as follows:

Beginning at an iron pin set on the island at the Northwest cor-
r of Lot No. 6, Tract No. 3 of Portage Township, and at the
itheast corner of a tract of land containing 105.83 acres, which
s deeded by Seth Day and Wife to The Portage Canal and Manu-
turing Company, August 6th, 1838; thence north 1 degree 20′
st 1315 feet along the east line of said 105.83 acre tract to a
ne pipe at the Northwest corner of said 105.83 acre tract; thence
rth 88 degrees 30′ West 3405.60 feet along the North line of
l 105.83 acre tract to a hard head stone at the Northwest corner
said 105.83 acre tract; thence south 0 degrees 30′ West 760 feet
ng the West line of said 105.83 acre tract and which is the West
e of Cuyahoga Falls Township, and the same continued to a
ne pipe; thence south 87 degrees 38′ East 673 feet to an iron pin
ich is set 62 feet North of the North-west corner of Lot 3,
act 3, Portage Township; thence North 89 degrees 38′ East 1354.30
feet to a stone which is set 660 feet North to the North-east
l corner of Lot 4, Tract 3, Portage Township; thence East
410.50 feet to a yellow oak tree 24 inches in diameter; thence
uth 78 degrees 15′ East 270.60 feet to a yellow oak tree; thence
uth 8 degrees 15′ East 108.90 feet to a marked stone; thence
uth 45 degrees 40′ East 99 feet to a marked white oak tree; thence
uth 3 degrees 45′ East 170 feet to a stone; thence south 46
grees East 99 feet to a marked white oak tree; thence south 31
grees East 112.80 feet to a marked black oak tree; thence South 56
grees East 97.60 feet to a black oak tree; thence North 85 degrees
′ East 408 feet along the North line of Lot 5, Tract 3, Portage
wnship to the beginning, and containing 66.03 acres of land,
urses magnetical of the year 1879.

Second Parcel. Also, all that certain tract or parcel of land sit-
ted, lying and being in the said Township of Portage, known as
ng part of Lot No. 5, in Tract No. 3, described as follows:

Beginning at an iron pin set on the island at the Northeast corner
of said Lot No. 5; thence South 2 degrees West along the
2 East line of said Lot No. 5, 944.46 feet; thence running
northerly parallel to and 50 feet from the Northerly face of the
aining wall of what is known as the Chuckery Race, the follow-
g courses and distances, North 47 degrees 30′ West 125.40 feet;
rth 33 degrees 15′ West 112.20 feet; North 15 degrees West
7.60 feet; North 0 degrees 45′ West 191.40 feet; North 11 degrees
′ West 105.60 feet; North 18 degrees 30′ West 132 feet; North
degrees 30′ West 99 feet to the North line of Lot 5; thence along
line North 86 degrees East 351.78 feet to the beginning, con-
ning 4.50 acres of land.

Courses magnetical as surveyed April 15th, 1880.

Third Parcel. Also, all that certain tract or parcel of land sit-

uated, lying and being in said Township of Portage, known as being part of Lot No. 6, in Tract No. 3, and described as follows:

Beginning at the North-east corner of said lot at a marked hemlock tree standing near the North Bank of the Cuyahoga River; thence North 88 degrees West 1341.10 feet along the South line of land belonging to H. C. Grant, to an iron pin set on an island in the Cuyahoga River at the Northwest corner of said Lot 6;
253 thence South 1 degree 45′ West 2012.30 feet along the West line of said Lot No. 6, to an iron pin set in the center line of the old Akron and Cuyahoga Falls Road; thence North 66 degrees 30′ East 216.48 feet along the Road center to an iron pin; thence North 52 degrees 15′ East 844.14 feet along said Road center to an iron pin; thence North 41 degrees 30′ East 217.14 feet along said Road center to an iron pin; thence north 45 degrees 30′ East 135.96 feet along said Road center to an iron pin; thence North 31 degrees 30′ East along said Road center 160.38 feet to an iron pin; thence North 51 degrees 30′ East along Road center 231 feet to an iron pin; thence North 48 degrees East 23.10 feet along Road Center to an iron pin set in the east line of said Lot; thence North 2 degrees 12′ East 810 feet along the East line of said Lot 6, to the beginning, and containing 45.68 acres of land, courses magnetical of the year 1879.

Fourth Parcel. And also, all that certain tract or parcel of land situated, lying and being in the Village and Township of Cuyahoga Falls known as being a part of Tract No. 1, formerly in the Township of Tallmadge, and described as follows:
254 Beginning at an iron pin set at the northwest corner of Tract No. 5; thence North 2 degrees 12′ East 763.6 feet along what was formerly the west line of Tallmadge Township to a stone pipe (this line crosses the Cuyahoga River) which stone pipe is set at a point 612 feet South, measured along the Township line from the point where said Township line intersects the center line of the County Road, recorded as County View No. 218; thence from said stone pipe along a line which is one rod West of the high bank of the Cuyahoga River, the following courses and distances, North 34 degrees 35′ East 264 feet; North 27 degrees 35′ East 286.44 feet; North 2 degrees 30′ West 116.16 feet; North 24 degrees 10′ West 138 feet; North 8 degrees 40′ East 107.60 feet; North 19 degrees 31′ East 108.24 feet; North 36 degrees 40′ East 168.30 feet; North 53 degrees 40′ East 454.70 feet; and North 35 degrees East 280.70 feet to a stone pipe set in Thomas Patterson's North line; thence, leaving said one rod line North 63 degrees 10′ West along Thomas Patterson's North line 85.14 feet to the east line of Front street, and to a stone
255 pipe; thence North 32 degrees 40′ East 640 feet along the east line of Front street to a stone pipe to an angle in East line of said street; thence North 26 degrees 20′ East 268 feet along East line of Front street to a stone pipe; thence South 63 degrees 40′ East 139.12 feet along the South line of a tract of land containing 1.43 acres of land, conveyed by Jeremiah Milbank to John Hinde on the 14th. day of October, 1879, and which line is in a continuation of the South line of Ches-nut street; thence North 34 degrees 35′ East

380.16 feet along the East line of said 1.43 acre piece of land to its Northwest corner; thence North 32 degrees East 89.10 feet (this line s on top of a perpendicular bank on the West side of the Cuyahoga River, and is also the East line of the Falls Rivet and Machine Com-pany); thence South 75 degrees East 157 feet on a line of land of said Company to a point which is on top of the perpendicular bank on said side of said River; thence South 23 degrees 118.80 feet on a line which is on top of said East bank; thence South 63 degrees East 52 feet to the West line of Water street where an iron grate bar is set; thence South 22 degrees 30′ West 660 feet along the West
256 side of Water street to an iron pin; thence South 17 degrees 30′ West 665.34 feet along the West side of said Water street to an iron pin; thence North 63 degrees 37′ West 128.04 feet along the North line of land formerly belonging to C. S. Sill, to an iron pin; thence South 31 degrees 30′ West 317.46 feet along the west line of same land to an iron pin; thence South 41 degrees 30′ West 341.88 feet along West line of same land to an iron pin; thence South 78 degrees 30′ East 289.74 feet along the South line of same land to an iron pin; thence South 30 degrees 30′ West 824.34 feet to an iron pin; thence North 81 degrees West 69.96 feet along the North line of land belonging to William Walsh, to an iron pin; thence South 31 degrees 30′ West 820.40 feet along West line of land belonging to William Walsh to an iron pin; thence South 87 degrees 30′ West 66 feet; thence South 29 degrees 30′ West 144.50 feet; Thence North 87 degrees 30′ West 258.72 feet along the North line of Tract 5, to the beginning, containing 43.68 acres of land, courses magnetical for the year 1879. Subject to the rights of the Cleveland, Akron and
257 Columbus Railroad Company. Be all the aforesaid courses and distances more or less. Also all water power and milling rights belonging to the said premises, except such as may have been conveyed by the said Jeremiah Milbank. And all the estate, title and interest of the said parties of the first part either in law or equity, of, in and to the said premises, and also, all the estate, title and interest of the said parties of the first part, of, in and to any and all other real property in said Township of Portage and Cuyahoga Falls, of which said Jeremiah Milbank died seized, together with all the rights, privileges and appurtenances to the same belonging, and all rents, issues, and profits thereof.

Fifth Parcel. And also, all that certain tract or parcel of land situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio, and known as being part of Tract No. 2 formerly in Portage Township; Beginning at a stone pipe set at the Southeast corner of a 5.16 acre tract of land conveyed by Enoch Woodruff to Horace B. Camp, Trustee, by deed dated November 23rd.
258 1872 (and of which 5.16 acre tract, the following described premises are the South part); thence North 88½ degrees West 467 feet to a stone pipe at the Southwest corner of said 5.16 acre tract; thence North ½ degree East 105 feet along the West line of said 5.16 acre tract to a stone pipe; thence South 88½ de- East 467 feet to a stone pipe set in the East line of said 5.16 acre tract of land; thence South ½ degree West 105 feet along the West line of a

road 30 feet wide, to the beginning and including the "Old Maid's Kitchen" so called, and including 1.127 acres of land.

Sixth Parcel. And also, all that certain tract or parcel of land situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio, and known as part of tract No. 2 formerly in Portage Township; Beginning at a sewer pipe in the old Township line 572 feet Southerly from a sewer pipe set in the center of Front Street at the intersection of the said Township line with said street center; thence South along Township line and West line of lands now owned by Grantee 334 feet to the South east corner of grantors land; thence Westerly along the North line of land now owned by *by* Gran-
259 tee 390.5 feet to a sewer pipe which is 452 feet from a sewer pipe set in the Southerly side on the line with Front street and s-t in the line between Grantor and Grantee; thence North 53 degrees 09′ East 511.2 feet to the beginning, contains One and One half acres of land, (1.50). To have and to Hold the premises aforesaid, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, so that neither the said Grantor nor his heirs, nor any other persons claiming title through or under him, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

And I, the said Josephine P. Everett, Wife of said H. A. Everett, do hereby remise, release and forever quit-claim, unto the said Grantee, its successors and assigns, all my right and title of Dower in the above described premises.

In Witness Whereof We hereunto set our hands the 20th. day of December, In the year of our Lord, One Thousand Nine Hundred and Ten.

260 H. A. EVERETT.
JOSEPHINE EVERETT.

Signed and acknowledged in presence of
J. R. NUTT.
W. H. KIASER, Jr.

THE STATE OF OHIO,
Cuyahoga County, ss:

Before me a Notary Public in and for said County personally Appeared H. A. Everett and Josephine P. Everett who acknowledged that they did sign the foregoing instrument, and that the same, is their free act and deed.

In testimony Whereof, I have hereunto set my hand and official seal, at Cleveland Ohio this 20th. day of December, A. D. 1910.

[SEAL.] W. H. KIASER, Jr.,
Notary Public.

Transferred, Dec. 22nd. 1910.
Received for record, December 22nd. 1910. at 3.15 P. M.
Recorded, Jan. 10th. 1911.
Fee $2.85.

JAMES BROWN, *Recorder.*

George Sackett, Trustee, to The Akron Bedford and Cleveland Railroad Company.

Know All Men by These Presents: That George Sackett, Trustee, grantor for the consideration of One Dollar ($1.00) received full satisfaction of The Akron Bedford and Cleveland Railroad mpany, the grantee, do give, grant, bargain, sell and convey unto said grantee its successors and assigns, the following described mises situated in the Village of Cuyahoga Falls, County of mmit, and State of Ohio, and known as being part of Tract Two, merly Portage Township, beginning at an iron pin set upon an nd in the Cuyahoga River in 1879 by T. D. Paul Surveyor. Said being at the southwest corner of land formerly owned by H. Grant, and at the northwest corner of 45.15 acre tract, and the theast corner of 82.50 acre tract, both owned by the Estate of emiah Milbank; thence north 2° 05′ E. 937 feet along east line aforesaid 82.50 acre tract, to within two feet of perpendicular k; Thence south 31° East 566 feet; thence south 37½° East 490 t to the center line of Front street which is a County Road; thence South 47° west 60 feet along said street center to angle; thence 2 south 69½ degrees west 134 feet along said street center to N. Line of 45.15 acre tract; thence North 86¾° west 435 feet ng said north line of 45.15 acre tract to the beginning, contains 9 acres of land. Being the same land conveyed to the grantor as ustee by 2 Warranty Deeds from Henry C. Grant and Sarah M. ant, Husband and Wife. Said deeds being dated August 22nd, 95 and July 1st, 1896 and Recorded in Summit County Records Volume 218, Page 311, and Volume 223 Page 175.

Be the same more or less, but subject to all legal highways. To ve and to Hold, the above granted and bargained premises, with e appurtenances thereunto belonging unto the said grantee, its ccessors and assigns Forever. And I George Sackett, Trustee the d grantor, do or myself and my heirs, executors and administra- rs, covenant with the said grantee its successors and assigns, that and until the ensealing of these presents I am well seized of the ove described Premises as a good and indefeasible estate in Fee Simple and have good right to bargain and sell the same in 3 manner and form as above written and that the same are free from all incumbrances whatsoever so far as affected by my ts, and that I will Warrant and Defend said Premises with the ppurtenances thereunto belonging to the said grantee its successors d assigns Forever against all lawful claims and demands whatso- er so far as effected by my acts.

And I the said Fanny V. Sackett wife of said George Sackett do ereby Remise, Release, and Forever Quit-claim unto the said grantee d its successors and assigns, all my right and title of Dower in the ove described premises.

In witness whereof, I hereunto set my hand this 12th day of

August, in the year of our Lord, one thousand eight hundred and ninety seven.

GEORGE SACKETT, *Trustee.*
FANNY V. SACKETT.

Signed, Sealed, Acknowledged and Delivered in presence of—

MARY P. SMITH,
EMORY A. PRIOR.

264 STATE OF OHIO,
Summit County, ss:

Before me a Notary Public, in and for said County, personally appeared the above named George Sackett Trustee, and Fanny V. Sackett, who acknowledged that he did sign and seal the foregoing instrument, and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, this 12th day of August A. D. 1897.

[SEAL.] EMORY A. PRIOR,
Notary Public.

Transferred Oct. 1 1897.
Received Oct. 1st. 3.15 P. M. 1897.
Recorded Oct. 4th, 1897.

WILLISTON ALLING, *Recorder.*

265 Mr. Mather: We offer in evidence the petition of The Big Cuyahoga Light, Heat and Power Company against The Turner, Vaughn and Taylor Company and others, filed in the Probate Court of Summit County, Ohio, June 5th, 1908.

A true copy of said petition is hereto next annexed and made a part hereof, see pages — to — hereof both inclusive.

In the Probate Court.

STATE OF OHIO,
Summit County, ss:

BIG CUYAHOGA LIGHT, HEAT & POWER COMPANY, Plaintiff,
vs.
RY A. EVERETT, THE NORTHERN OHIO TRACTION & LIGHT COMny, The Akron, Bedford & Cleveland Railroad Company, The rner, Vaughn & Taylor Company, Calvin M. Vaughn, The merican Mica, Mining & Milling Company, Cornelius M. Walsh, he Walsh Milling Company, The Falls Hollow Stayblt Comny, The Walsh Paper Company, The Falls Rivet & Machine mpany, Hattie Adelle Fenton, Luna Alice Dover, Fannie S. eebe, Fannie V. Sackett, Charles T. Grant, Michael Metzler, The ntral Trust Company of New York, The Okron Traction & Elecic Company, The Dime Savings & Banking Company of Clevend, Ohio, The Citizens Savings & Trust Company, The Northern hio Traction Company, Henry A. Robinson, The Winton Motor r Company, The Hardware & Supply Company, Augustus Smith d Fannie V. Sackett, Administrators of the Estate of George ckett, Deceased; Josephine Everett, Ludie B. Robinson, and nnie M. Walsh, Defendants.

Petition.

laintiff says it is a corporation duly organized and incorporated r and in pursuance of the laws of the State of Ohio, under the orate name of The Big Cuyahoga Light, Heat & Power Company; by the terms of its charter, it is authorized and empowered to ire, erect, build, maintain and operate a system of dams in the Cuyahoga River in the State of Ohio, to raise and maintain a l of water; to construct and maintain canals, locks and raceways; gulate and carry said head of water to its plants or power houses re electricity is to be generated; to erect and maintain a line or s of poles whereon to attach or string wires or cables to carry and smit electricity; to acquire, produce, manufacture, generate, and electricity for light, heat, power, and other purposes; to acquire, , and sell franchises and privileges, and supply the same to icipal corporations; to acquire by condemnation, lease, purchase, therwise, and to possess, hold, and sell such real estate and perl property as may be necessary for the proper conduct of said ness, and to do any and all other things necessary and incident to any of its said purposes.

That said system of dams, poles, lines, and power stations, canals, locks and raceways which this company proposes to truct, maintain, and operate, commences at the confluence of the and Little Cuyahoga Rivers in Summit County, Ohio, and exls along the said Big Cuyahoga River through Summit County to

the point of intersection of said river with the county line between Summit and Portage Counties.

That this corporation has the right to construct said system of dams and a line of poles whereon to string wires or cables, for the purpose of conveying electricity between its different power stations and property situate along the said river, and also all necessary power houses and stations required by it to generate electricity in, through, and upon such public and private property along its said right of way as it may acquire.

Plaintiff says that it is ready, and will immediately begin, the construction of its dams, pole lines, and power houses, canals, locks, and raceways in and along said river between the terminal points of its right of way as hereinbefore designated.

269 Plaintiff says further that the said Big Cuyahoga River, between the points named herein, and between which it has the right to construct dams, power houses, and other structures for its purposes, is not navigable for boats or other craft.

Plaintiff says that it is necessary, and that it so deems it necessary, in order to carry out the objects and purposes of this corporation, that it shall appropriate, and it intends to appropriate, as a part of its right of way for the construction, maintenance, and operation of its said system of dams, pole lines, and power houses, canals, locks, and raceways, and for the purpose of constructing, maintaining, and operating thereon a dam or dams across said river which will raise the water in the channel thereof on the lands hereafter described, and also a line of poles thereon along the banks of said river, whereon to string wires or cables to convey electricity, and such power houses and other necessary structures as may be required to carry out the purposes of its charter, the following described real estate, to-wit:

Being the following described property: Situated in
270 Summit County, Ohio, and beginning at the point of intersection of the center of the Cuyahoga River and the north and south township line between Portage Township and Cuyahoga Falls Townships; thence north 0 degrees 30′ east 100 feet; thence easterly and southeasterly along the northerly bank of said Cuyahoga River 100 feet distant from the center line of said river, following the meandering of same, to a point on the line between the property of said Henry A. Everett and the property of the A. B. & C. R. R. Company, said point being 100 feet distant from the center of the Cuyahoga River, measured at right angles with same; thence south 1 degree 20′ west along said line between the property of Henry A. Everett and the property of the A. B. & C. R. R. Company to the southwest corner of the property of said A. B. & C. R. R. Company; thence south 88 degrees east along the south line of the property of the A. B. & C. R. R. Company, said line being the dividing line between the property of the A. B. & C. R. R. Company and the property of Henry A. Everett, to a point 100 feet distant from the center of the Cuyahoga River, measured at right angles with same; thence southeasterly and northeasterly along the northerly
271 bank of the Cuyahoga River 100 feet distant from the center line thereof, and following the meanderings of same, to

at on a line of the land of said Henry A. Everett, said line being extension northerly of the east line of Tract No. 3, Portage wnship, Summit County, Ohio, and also being 100 feet distant r the center of the Cuyahoga River measured at right angles h same; thence northerly along said line to a stone pipe; thence therly along the high bank of the Cuyahoga River and one rod sterly of same the following courses and distances; north 34 grees 35′ east 264 feet; thence north 27 degrees 35′ east 286.44 t; thence north 2 degrees 30′ west 116.16 feet; thence north 24 grees 10′ west 138 feet; thence north 8 degrees 40′ east 107.6 t; thence north 19 degrees 31′ east 108.24 feet; thence north 36 grees 40′ east 168.3 feet; thence north 53 degrees 40′ east 454.7 t; thence north 35 degrees east 280.7 feet to the northeast corner the lot owned by Tom Patterson; thence northerly following ng the westerly bank of said Cuyahoga River to the southeast ner of the property of the Falls Rivet & Machine Company; thence along the line between the land of The Falls Rivet & Machine
2 Company and the property of Henry A. Everett to a point on the westerly bank of said river; where said boundary e crosses said river; thence south 75 degrees east 157 feet along e line between the property of The Falls Rivet & Machine Comny and the lands of said Henry A. Everett to a point on the top the bank on the easterly side of said Cuyahoga River; thence uth 23 degrees west 118.80 feet along the top of said east bank; ence south 63 degrees east 52 feet to the west line of Water Street ere an iron grate bar is set; thence south 22 degrees 30′ west 660 t along the west line of Water Street to an iron pin; thence south degrees 30′ west 663.34 feet along the west side of Water Street an iron pin; thence north 63 degrees 37′ west 128.4 feet along rth line of land formerly belonging to C. S. Sill to an iron pipe; ence south 31 degrees 30′ west 317.46 feet along the west line of ne land to an iron pipe; thence south 41 degrees 30′ west 1.88 feet along the west line of said Sill's land to an iron pin; ence southerly and westerly along the southerly bank of the said yahoga River and approximately 100 feet distant from the center line of said river, following the meanderings of same
3 to a point on the north and south township line between Portage Township and Cuyahoga Falls Township; thence north degrees 30′ east along said township line 100 feet to the place of ginning. Contains 40 acres more or less, with all the privileges, sements, rights, and appurtenances thereto belonging.

The above property is owned, or is claimed by him to be owned, Henry A. Everett; and the above property is claimed to be med also by The Northern Ohio Traction & Light Company.

Also the following described real estate, to-wit: Situated in mmit County, Ohio, and beginning at an iron pin at the southst corner of said Railroad Company's land, said pin being on an land in the Cuyahoga River, thence north 1 degree 20′ east along id Railroad Company's west line to a point 100 feet distant from e center of the Cuyahoga River, measured at right angles with me; thence southeasterly to the south line of said Railroad Com-

pany's property at a point 100 feet distant from the center of the Cuyahoga River, measured at right angles with same; thence along the south line of said Railroad Company's' land to the place of beginning. Contains 0.3 acres more or less, with all the privileges, easements, rights, and appurtenances thereunto belonging, all of the above property being in the Township of Cuyahoga Falls.

The above property is owned, or claimed to be owned, by The Northern Ohio Traction & Light Company, The Akron, Bedford & Cleveland Railroad Company claims some ownership or interest in said property; and Henry A. Everett claims some ownership or interest in said property.

Also the following described real estate, to-wit: Situated in Cuyahoga Falls, Summit County, Ohio, and beginning at the intersection of the westerly high bank of the Cuyahoga River, and the north line of Portage Street in the Village of Cuyahoga Falls, Summit County, Ohio; thence westerly along the north line of Portage Street 49½ feet; thence southerly across said Portage Street to the south line of same; thence easterly along the south line of said Portage Street 49½ feet to the said westerly high bank of the Cuyahoga River; thence southerly along the high bank of the Cuyahoga River on the westerly side thereof and following the meanderings of same, across Broad Street in said Village of Cuyahoga Falls, Summit County, Ohio, to the dividing line between the property of said Turner, Vaughn & Taylor Company and the property of the Walsh Paper Company; thence easterly across the Cuyahoga River to the southeast corner of the property of said Turner, Vaughn & Taylor Company on the easterly high bank of said Cuyahoga River; thence northerly along the high bank of said Cuyahoga River on the easterly side thereof and following the meanderings of same across Broad Street in said Village of Cuyahoga Falls, and across Portage Street also in said Village of Cuyahoga Falls, to the northerly line of said Portage Street; thence westerly along the north line of said street to the place of beginning. Contains approximately 6.3 acres more or less, with all the privileges, rights, easements, and appurtenances thereunto belonging.

The above property is owned, or claimed to be owned, by the Turner, Vaughn & Taylor Company.

Calvin M. Vaughn claims some ownership or interest in the above described property.

Also the following described real estate, to-wit: Situated in Cuyahoga Falls, Summit County, Ohio.

(Parcel No. 1): Beginning at the intersection of the center of the Cuyahoga River at the north side of Portage Street in the Village of Cuyahoga Falls, Summit County, Ohio; thence westerly along the north side of Portage Street to the intersection of the high bank of the west side of the Cuyahoga River and the north side of Portage Street; thence northerly along the said high bank on the westerly side of the Cuyahoga River to a point 30 feet north of the crest of the dam, as now located, of the Walsh Milling Company; thence easterly to the center of the Cuya-

River to a point approximately 30 feet north of the crest of said dam; thence southerly along the center of the Cuyahoga to the place of beginning. Containing approximately 0.5 with all the privileges, rights, easements, and appurtenances unto belonging.

arcel No. 2): Beginning at a point in the center of Prospect t in the Village of Cuyahoga Falls, Summit County, Ohio, on igh bank of the Cuyahoga River on the easterly side thereof; e westerly along the center of said Prospect Street to the high bank on the westerly side of said river; thence northerly along the high bank of said river to the north line of said C. M. Walsh's property where same joins the property of Valsh Paper Company; thence easterly, following the said north of C. M. Walsh's property across the Cuyahoga River to the bank on the easterly side of same; thence southerly along the bank of the easterly side of said Cuyahoga River to the place ginning. Containing 0.9 acres, more or less, with all the priv-, rights, easements, and appurtenances thereunto belonging.

e above property is owned, or claimed to be owned, by Cor-s M. Walsh. The Walsh Milling Company and The Falls Hol-Staybolt Company each claims some ownership or interest in bove described property.

o the following described real estate, to-wit: Situated in Cuya-Falls, Summit County, Ohio, and beginning at the intersec-f the westerly high bank of the Cuyahoga River in the Village yahoga Falls, Summit County, Ohio, and the dividing line be-the property of said Walsh Paper Company and the property of Turner, Vaughn & Taylor Company; thence southerly along the high bank of the Cuyahoga River on the westerly side thereof and following the meanderings of same, to the between the property of the said Walsh Paper Company and roperty of C. M. Walsh; thence easterly across the Cuyahoga to the southeast corner of the property of said Walsh Paper any, said corner being on the easterly high bank of said river; e northerly along the high bank of said river on the easterly hereof and following the meanderings of same to the southeast r of the property of Turner, Vaughn & Taylor Company, said r being also the dividing line between the property of Turner, hn & Taylor Company and the said Walsh Paper Company; e westerly across the Cuyahoga River to the place of beginning. ining approximately 0.8 acres, more or less, with all the priv-, easements, rights, and appurtenances thereunto belonging.

e above property is owned, or claimed to be owned, by the h Paper Company.

nelius M. Walsh claims some ownership or interest in the same.

Also the following described real estate, to-wit: Situated in Cuyahoga Falls, Summit County, Ohio.

arcel No. 1): Beginning at the point of intersection of the r of the Cuyahoga River and the north line of Portage Street, e Village of Cuyahoga Falls, Summit County, Ohio; thence

northerly along the center of said river to a point approximately 30 feet north of the crest of the Walsh Milling Company's dam, as now located; thence easterly to a point on the high bank of the Cuyahoga River on the easterly side thereof, said point being approximately 30 feet north of the crest of the aforesaid Walsh Milling Company's dam; thence southerly along the high bank on the easterly side of the Cuyahoga River to the north line of Portage Street; thence westerly along the north line of Portage Street to the place of beginning. Containing approximately 0.4 acres more or less, with all the privileges, rights, easements, and appurtenances thereunto belonging.

(Parcel No. 2): Beginning at a point on the westerly bank of the Cuyahoga River, said point being north 34 degrees 35′ east 380.16 feet, and north 32 degrees east 89.1 feet from a stone set in
280 the north line of Chestnut Street in the Village of Cuyahoga Falls, Summit County, Ohio, both of these lines belong along lines of land owned by the heirs of J. Millbank; thence in a line which passes through a recess which is cut into a large rock near the east edge of the water of the Cuyahoga River to receive the end of the timber of the "Chuckery" dam, and through a point on the west side of the gorge south of the husk or wheel house, which point is about 24 feet south of a mark cut in the perpendicular rock on said west side near the bottom by F. D. Paul and G. B. Turner, the east end of said line being on the top of the east bank of the river; thence north 31 degrees 45′ east 237.6 feet; thence north 10 degrees east 258.72 feet; thence north 14 degrees east 178.21 feet; thence north 80 degrees 45′ west 99 feet along the south line of the Cyrus Prentis tract. The west end of this line may also be found by beginning in the east line of Front Street 1.69 chains north 9 degrees 15′ east of the first angle in the east line of said Front Street south of Broad Street, and which line is also 21 links south of the center line of Prospect Street; thence along the easterly line of land belonging to Fannie S. Beebe to the southeasterly
281 corner of her land; thence along the southerly line of said Fannie S. Beebe's land one rod; thence in a southerly direction to a point one rod westerly from the place of beginning; thence one rod east to place of beginning. Containing approximately 1.5 acres, more or less, with all the privileges, rights, easements, and appurtenances thereunto belonging.

The above property is owned, or claimed to be owned, by the Falls Rivet & Machine Company.

Also the following described real estate, to-wit: Situated in Cuyahoga Falls, Summit County, Ohio, and being a piece of land on the west bank of the Cuyahoga River, bounded on the north by Bridge Street, on the east by the Cuyahoga River, on the south by land of S. Croy and on the west by land of Loomis, being 0.67 acres with the right of passage westerly to Front Street; with all the privileges, easements, rights, and appurtenances thereunto belonging.

The above property is owned, or claimed to be owned, by Hattie Adelle Fenton and Luna Alice Dover, tenants in common.

Fannie S. Beebe claims some ownership or interest or lien in said property, or some mortgage upon the same.

Also the following described real estate, to-wit: Situated in tage Township, Summit County, Ohio.

Parcel 1): Being a part of tract two in Portage Township, Sum- County, Ohio, and is a part of a tra-t of 120.79 acres of land marked and distinguished upon the map of the property sold er the decree in the case of John J. Palmer vs. The Portage Canal lanufacturing Company, et al, in the Court of Common Pleas, mmit County and State of Ohio, and being a part of a parcel of l now known as the George Sackett land and bounded as follows: ommencing at a point in the center of the Cuyahoga River at ntersection of the township line between Portage Township and Village of Cuyahoga Falls; thence northerly along said town- line 100 feet; thence following the northerly bank of said river westerly direction approximately 100 feet distant from the cen- of said river, and following the meanderings thereof to the west- line of said George Sackett property; thence southerly on the extreme westerly line of the said George Sackett property to a point 100 feet from the center of said river on the south- erly bank thereof; thence easterly along the southerly bank aid river, and following the meanderings thereof, approximately feet distant from the center thereof to the township line on the erly side of Portage Township; thence northerly along said town- line to the place of beginning; containing about ten acres, with the privileges, rights, easements, and appurtenances thereunto nging.

Parcel 2): Being a part of said tract two, Portage Township, nty and State as above, and being the water power of the Cuya- a River, and the rights, privileges, easements, and rights of way appurtenances attached to a tract of 97.40 acres of land in said t two, which tract includes the 55 acres above described and 40 acres of land lying westerly therefrom, which were reserved in eed from George Sackett and wife to Michael Metzler, Jr., re- ded in Vol. 101, page 205, Summit County Records, and consist- of the right to take and conduct the waters of the Cuyahoga er over and across said granted premises, at such times, and in such quantities, and in such manner, as he may choose.

(Parcel 3): Situate in the Township of Portage, County of Summit, and State of Ohio, and known as being the right privilege of using, controlling, diverting and conveying the ter power and water of the Cuyahoga River as the same now s or hereafter may flow over and across the lands owned by lliam J. Babb and Eliza K. Babb, his wife; L. S. Fowler and cretia M. Fowler, his wife; Jacob Schenck and Frederica Schenck, wife, on the 25th day of October, 1892, in tracts Nos. one, two, four of said Township of Portage. It being expressly under- od that none of the land of this aforesaid parcel shall be oc- pied or used for dams or other structures, and no land, except the e of that over which the waters of the said Cuyahoga River flow, d for the purposes aforesaid, intending hereby to acquire all the

lands, rights, interests, easements, and appurtenances conveyed to said George Sackett by the above mentioned parties by deed of date of Oct. 25th, 1892, and recorded in Vol. 184, page 191, of Summit County Records.

(Parcel 4): Situated in the Township of Portage, County and State aforesaid, and known as being a part of tract 4 in
285 said township, and bounded and described as follows: being a strip of land forty (40) feet in width beginning where the line fence between John Abele's land and Nolte's land intersects the tract line; thence southerly along the line of said Nolte to the Soap Works property and thence westerly along the line of said Soap Works property to the Cuyahoga River; together with the right to control, use, and divert the water of the Cuyahoga River flowing along, across or through the land of said Abele, to such uses or purposes and in such manner as the grantee, his heirs or assigns, may desire. The said strip of land containing about one and ¼ acres of land, with all the rights, privileges, easements, and appurtenances thereunto belonging.

The above parsel of land and the rights, privileges, easements, and appurtenances thereunto belonging includes all the rights, privileges, easements, and interests conveyed to the grantor by John Abele and Agatha Abele by deed dated April 3rd, 1901, and recorded in Vol. —, page —, of the Summit County Records, and the same is made subject to all the conditions of the aforesaid deed.
286 The above described property is owned, or claimed to be owned, by Fannie V. Sackett, sole heir of George Sackett, deceased.

Charles T. Grant claims the ownership or some interest in said property.

Also the following described real estate, to-wit: Situated in the City of Akron, Summit County, Ohio, and known as a part of tract No. 4 and also a part of 37.54 acres deeded to Edward Roepke by Joseph Babb by deed recorded in Summit County Records, Book 109, page 580. Beginning at a stake which may be found by commencing in the center of the public road and running north 34 degrees 45′ west about 273 feet along the east line of a private road 12 feet wide to a stake which is the beginning point of the land hereby conveyed; thence north 17 degrees 45′ east 240 feet to a stake; thence north 49 degrees 45′ west 180 feet to a stake; thence south 11 degrees 20′ west 200 feet to a stake; thence south 34 degrees 45′ east along east line of said private road 12 feet wide 180 feet to the beginning.

Also beginning at the same beginning point and running
287 south 17 degrees 45′ west 115 feet to the center of the Cuyahoga River; thence up the center of river north 24 degrees 15′ west 201.50 feet; thence north 11 degrees 20′ east 75 feet to the most westerly corner of the 1st described piece of land; thence south 34 degrees 45′ east 180 feet to the beginning, and containing 1.04 acres in both parcels. The private road herein mentioned is to be kept open for the use and benefit of Edward Roepke and The Akron

Company and said Roepke and those holding through or under

ie above described premises are also subject to the following itions contained in the conveyance from Edward Roepke and to The Akron Soap Company dated July 23rd, 1892, and re- d in Book 197, on page 289, of Summit County Records.

ie above described property is owned, or claimed to be owned, Henry A. Robinson.

aintiff says that the defendant, The American Mica, Mining & ng Company, is or was a corporation duly organized, and whose place of business was Cuyahoga Falls, Summit County, Ohio, and that it claims a lien or interest in the above described premises, or some part thereof, belonging, or claimed he Turner, Vaughn & Taylor Company.

ie Northern Ohio Traction & Light Company is a corporation organized and carrying on business in the City of Akron, State hio, whose chief place of business is in the City of Akron and of Ohio.

at the defendant, The Akron, Bedford & Cleveland Railroad pany, is a corporation duly organized (or was a corporation organized), whose chief place of business is in the City of n, Summit County, Ohio; and it claims a lien, ownership, or est in the above described property, or the portion thereof ed to be owned by Henry A. Everett and The Northern Ohio tion & Light Company.

at The Turner, Vaughn & Taylor Company is a corporation organized, whose place of business is in the Village of Cuya- Falls, Summit County, Ohio.

ie Walsh Paper Company is a corporation duly organized, whose of business is in the Village of Cuyahoga Falls, Summit County, Ohio.

The Falls Rivet & Machine Company is a corporation duly organized, whose place of business, and whose chief office, Cuyahoga Falls, Summit County, Ohio.

ie defendant Michael Metzler claims some ownership, interest, n in or upon the property hereinbefore described, and owned, or ed to be owned, by Fannie V. Sackett.

ie Central Trust Company of New York is a corporation duly nized and carrying on business in the City of New York; and ims some lien, ownership, or mortgage interest, either in itself trustee, in the premises heretofore described as belonging to y A. Everett, The Northern Ohio Traction & Light Company The Akron, Bedford & Cleveland Railroad Company.

ie Akron Traction & Electric Company is or was a corporation organized, whose chief place of doing business is in the City kron, Summit County, Ohio; and it claims a lien, interest, or gage interest in the premises heretofore described as belonging Henry A. Everett, The Northern Ohio Traction & Light Com- , and The Akron, Bedford & Cleveland Railroad Company.

290 The Dime Savings & Banking Company of Cleveland, Ohio, is a corporation duly organized, and whose chief offices and place of doing business are in the City of Cleveland, Cuyahoga County, Ohio; and it claims some ownership, interest, or mortgage interest in the premises above described as belonging to Henry A. Everett, The Akron, Bedford & Cleveland Railroad Company, and The Northern Ohio Traction & Light Company.

The Citizens Savings & Trust Company is a corporation duly organized, and whose office and place of doing business are in the City of Cleveland, Cuyahoga County, Ohio; and it claims some interest, lien, or mortgage interest in and to the premises heretofore described as belonging to Henry A. Everett, The Northern Ohio Traction & Light Company, and The Akron, Bedford & Cleveland Railroad Company.

The Northern Ohio Traction Company is or was a corporation duly organized, whose place of doing business was or is in the City of Akron, Summit County, Ohio; and it claims some interest, lien, ownership, or mortgage interest in and to the property heretofore described as belonging to Henry A. Everett, The Akron, Bed-
291 ford & Cleveland Railroad Company, and The Northern Ohio Traction & Light Company.

The Winton Motor Car Company is a corporation duly organized and doing business in the City of Cleveland, Ohio; and it claims a lien by reason of a certain judgment it claims or owns against Henry A. Robinson, against the premises heretofore described as belonging to said Henry A. Robinson.

The Hardware & Supply Company is a corporation duly organized, whose place of business is in the City of Akron, Summit County, Ohio; and it claims, by reason of a certain judgment against Henry A. Robinson, a lien on the premises above described as belonging to said Henry A. Robinson.

Plaintiff says that Augustus Smith and Fannie V. Sackett, as administrators of the estate of George Sackett, deceased, claim some interest, lien, or ownership in the premises heretofore described as belonging to, or claimed by, Fannie V. Sackett.

Plaintiff says that the defendant Josephine Everett is the wife of Henry A. Everett; and that she claims an inchoate right of dower in the premises above described as belonging to and
292 claimed by Henry A. Everett.

Plaintiff says that the defendant Ludie B. Robinson is the wife of Henry A. Robinson, and that she claims an inchoate right of dower in the above described premises owned or claimed by Henry A. Robinson.

Plaintiff says that Jennie M. Walsh is the wife of Cornelius M. Walsh, and that she claims an inchoate right of dower in the premises above described as belonging to Cornelius M. Walsh.

Plaintiff says that the above named defendants are all of the persons having any interest, legal or equitable, in the above described real estate, so far as same can be ascertained.

Plaintiff says that it is unable to agree with the owners of the above described parcels of real estate, each and all of them, as to

ne compensation to be paid them respectively for their said prop-rty.

Wherefore, Plaintiff asks that the said defendants heretofore amed claiming interests, liens, ownership, mortgages, or other interests in said premises, be required to set up answers set-93 ting forth their respective interests, ownership, or liens in the said premises, or be forever barred from asserting such liens, wnership, or interests respectively; Plaintiff asks further that such eps may be taken as are authorized by law whereby Plaintiff will e enabled to appropriate the above described real estate for the ses, objects, and purposes above stated, and such other and further elief as in the nature of the case may be required.

THE BIG CUYAHOGA LIGHT, HEAT & POWER CO.,
By WILLIS BACON AND G. M. ANDERSON,
Its Att'y's.

TATE OF OHIO,
Summit County, ss:

Willis Bacon, being first duly sworn, says that he is the attorney f The Big Cuyahoga Light, Heat & Power Company, and that the natters and things set forth in the above petition are, as he believes, rue.

WILLIS BACON.

94 Subscribed and sworn to before me by the said Willis Bacon this 4th day of June, A. D. 1908.

[NOTARIAL SEAL.] CHARLES J. CAREY,
Notary Public.

TATE OF OHIO,
Summit County, ss:

Willis Bacon, being first duly sworn, says that he is the agent nd one of the attorneys of the plaintiff, that the plaintiff is a cor-oration duly organized in the State of Ohio, that the facts and al-egations in the foregoing pleading are within the personal knowl-dge of the affiant, and that all of said facts and allegations are rue.

That this action and case is included in those enumerated in Section 5109 of the Revised Statutes of Ohio.

WILLIS BACON.

Sworn to before me and subscribed in my presence this 12th day f August, 1908.

[SEAL.] W. E. PARDEE,
Probate Judge.

295 THE STATE OF OHIO,
Summit County, ss:

In Probate Court.

THE BIG CUYAHOGA LIGHT, HEAT & POWER COMPANY, Plaintiff,
vs.
HENRY A. EVERETT et al., Defendant.

Præcipe.

To the Clerk:

Issue summons to the sheriff of Summit County, Ohio, for the following defendants in the above entitled action, and make the same returnable according to law: The Northern Ohio Traction & Light Company, The Akron, Bedford & Cleveland Railroad Company, The Turner, Vaughn & Taylor Company, Calvin M. Vaughn, The American Mica, Mining & Milling Company, Cornelius M. Walsh, The Walsh Milling Company, The Falls Hollow Staybolt Company, The Walsh Paper Company, The Falls Rivet & Machine Company, Hattie Adelle Fenton, Luna Alice Dover, Fan-
296 nie V. Sackett, Charles T. Grant, Michael Metzler, The Akron Traction & Electric Company, The Northern Ohio Traction Company, Henry A. Robinson, The Hardware & Supply Company, Augustus Smith and Fannie V. Sackett, administrators of the estate of George Sackett, deceased, Ludie B. Robinson, Jennie M. Walsh.

To the Sheriff of Lake County, Ohio, for the defendants Henry A. Everett and Josephine Everett.

To the Sheriff of Cuyahoga County, Ohio, for the defendants The Dime Savings & Banking Company of Cleveland, Ohio, and The Citizens' Saving & Trust Company of Cleveland, Ohio, and The Winton Motor Car Company.

To the Sheriff of Wayne County, Ohio, for the defendant Fannie S. Beebe, and make the same returnable according to law.

Endorse upon all summons, "Action for the appropriation of real estate to assess damages, and general relief."

THE BIG CUYAHOGA LIGHT, HEAT & POWER CO.,
By WILLIS BACON AND
G. M. ANDERSON, *Its Att'ys.*

297 Mr. Mather: We now offer in evidence The Charter of The Northern Ohio Traction & Light Company.

A true copy of said Charter of The Northern Ohio Traction and Light Company is hereto next attached and made a part hereof, see pages — to — hereof, both inclusive.

These Articles of Incorporation of the Northern Ohio Traction and Light Company.

Witness, that, we the undersigned, all of whom are citizens of the te of Ohio, desiring to form a corporation, for profit, under the eral corporation laws of said State, do hereby certify:

First. The name of said corporation shall be The Northern io Traction and Light Company.

Second. Said corporation is to be located at Akron, in Summit nty, Ohio, and its principal business there transacted.

Third. Said corporation is formed for the purpose of purchasing, uiring, building, extending, leasing, equipping, owning, operat- and maintaining street railroads, using other than animal er as a motive power for the transportation of passengers, pack- s, express matter, United States mail, baggage and freight, in streets, avenues, public ways and places in the City of Akron, mmit County, Ohio, in the Village of Barberton in said Summit nty, Ohio, in the Village of Cuyahoga Falls in said Summit nty, Ohio, in the Village of Doylestown in Wayne County, io, in the Village of Wadesworth in Medina County, Ohio, in Village of Ravenna in Portage County, Ohio, in the city of Cleveland in Cuyahoga County, Ohio, and in any or all other villages, cities or municipalities in said counties of Medina, Wayne, Summit, Portage and Cuyahoga and in any ll counties in the State of Ohio adjacent to said above mentioned nties or any of them, and in and upon any and all highways in d counties outside of the municipalities therein, and upon private hts of way in said counties, or either upon such highways or h private rights of way, and connecting by said street railroads or all of the cities, villages and municipalities in said counties, well as the street railroads in such cities, villages and municipali- with each other, to the end that said street railroads may be con- ucted, acquired, maintained and operated in or through such es, villages, municipalities and counties, or any of them, as a con- uous system of street railroad; and to appropriate, condemn, ac- re and own rights of way and necessary ground; and to do all ngs and have all powers, rights, franchises and privileges con- red upon corporations organized for the purpose herein stated, by the Laws of the State of Ohio, and in connection with the foregoing purposes, and, as incident thereto, the manufacturing and generating of electricity for light, heat and power.

Fourth. The Capital stock of said corporation shall be Ten ousand Dollars ($10,000.00), divided into one hundred (100) res of One Hundred Dollars ($100.00) each.

In witness whereof, we have hereunto set our hands this 12th of November, A. D. 1902.

J. R. NUTT.
W. B. WHITING.
H. J. CRAWFORD.
C. E. SANDERS.
VIRGIL J. TERRELL.

301 THE STATE OF OHIO,
County of Cuyahoga, ss:

Personally appeared before me, the undersigned, a Notary Public in and for said County, this 12th day of November, A. D. 1902, the above named J. R. Nutt, W. B. Whiting, H. J. Crawford, C. E. Sanders and Vergil J. Terrell, who each severally acknowledged the signing of the foregoing articles of incorporation to be his free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

[SEAL.] A. J. SPERRY,
Notary Public.

THE STATE OF OHIO,
County of Cuyahoga, ss:

I, William R. Coates, Clerk of the Court of Common Pleas within and for the County aforesaid, do hereby certify that A. J. Sperry, whose name is subscribed to the foregoing acknowledgement as a Notary Public, was at the date thereof a Notary Public in and for said County, duly commissioned and qualified, and authorized as such to take said acknowledgement, and, further, that I am well acquainted with his handwriting, and believe that the signature to said acknowledgement is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at Cleveland, Ohio, this 13th day of November, A. D. 1902.

[SEAL.] WILLIAM R. COATES, *Clerk.*

302 UNITED STATES OF AMERICA,
State of Ohio:

Office of the Secretary of State.

I, Lewis C. Laylin, Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the Articles of Incorporation of "The Northern Ohio Traction and Light Company," filed in this office on the 24th day of November, A. D. 1902, and recorded in Volume 93 Page 379, of the Records of Incorporations.

Witness my hand and Official Seal, at Columbus, this 24th day of November, A. D. 1902.

[SEAL.] LEWIS C. LAYLIN,
Secretary of State.

303 Mr. Nesbit: We now offer in evidence Defendant's exhibit L.

A true copy of said plaintiff's exhibit L. is hereto next annexed and made a part hereof. See pages — to — hereof both inclusive.

04 DEFENDANT'S EXHIBIT L.

Report on Millbank Water Power.

CUYAHOGA FALLS, OHIO, Nov. 24, 1897.

r. George Paul, Chief Engineer, A. B. C. R. R., Cuyahoga Falls, O.

DEAR SIR: You have asked us to submit for your consideration an timate of the amount and cost of development of the water power the Cuyahoga River at the site of the Millbank property, in Sum-it County, Ohio.

In response thereto, we submit the following:

On November 23rd and 24th, the writer made a general examina-on of the property, and this examination, in connection with data pplied by yourself, Supt. Sloat, and the testimony of owners of ower above, the Millbank property, will form a basis of the state-ents embodied below.

Drainage Basin.

The area drained by the Cuyahoga River, above the Millbank roperty, and available for the supply at that point, is practically 300 quare miles.

Volume of Water.

The determinations upon this important factor have of necessity be based upon the testimony of present users of water just above ou, the present stage of the River being so large that an actual nage of the stream would not be a reliable indication of its low ater capacity.

I interviewed the Falls Rivet Co., and Mr. J. W. Walsh of The Falsh Bros. Paper Co., and find that their representations of the low water capacity of the stream practically agree.

05 Mr. Walsh from his books, demonstrated that during the lowest period of last year, that for four months the supply was fficient to furnish the water for one 35 inch Samson wheel, under 9 foot head.

This would indicate that last year the low water capacity for four nonths of the dry season, was 5,300 cubic feet per minute.

The amount of water used during this same period by Howe and he Falls Rivet Co., would indicate a smaller low water capacity.

The precipitation upon the drainage basin for the last twenty-five ears, as shown by the report furnished me by you, and from the ecords of Mr. George Pine, and covering a period of twenty-five ears, prior to '97, indicate a probability that the volume of water ischarged by the Cuyahoga during the low period, is well sustained.

The drainage basin, however, appeals to the writer as being too mall for so large a supply as 5,300 cubic feet per minute, and I have, herefore, established a low water capacity of 4,000 cubic feet per inute as the basis of estimate during the dry period.

From estimates of amount of water discharged at this time, based

upon the depth of the water on the Munroe dam, and corroborated by the amount of water discharged through the wheels on the Walsh property, I estimate, the present discharge of the River at 15,000 cubic feet per minute.

The different users of water at Cuyahoga Falls, seem to be uniform in their statements, to the effect that, the present capacity of
306 the stream was sustained for at least nine months of the year.

I have, however, thought best to use a capacity of 10,000 cubic feet per minute, for a period of eight months during each year.

Available Head.

I am advised by you that the total fall of the River on the Millbank property is practically 103 feet, and will, therefore, use 100 feet as a working head in the determination of the aggregate powers.

Plan of Power Proposed.

The conditions existing upon this property would suggest that the most economical creation of the full power would require the building of a masonry dam at Big Falls. Assuming the elevation of the water at the lower end of your property to be 0, the elevation of the crest of the dam according to your data, would be elevation 52.

We would recommend that the dam be located at a point approximately 75 feet above the brow of the Big Falls, the exact location being determined upon a closer examination of the River bed.

We would recommend that the water be conveyed from the dam to the Power house through a steel conduit, the conduit originating at the base of the dam and running along the South Bank of the River to the power station site.

We would recommend that the conduit enter the power station at approximately elevation 20, the last 20 feet of head being operated in the draft tubes of the wheels.

307 We would advise, providing the Spillway of the dam of 140 feet, and that the abutments should have a rise of eight feet above the crest of the dam. The abutments should be built of masonry, and the South abutment, acting as a forebay, should be provided with suitable water racks and controlling gate.

At the Power-Station, we have estimated upon, and would have the building to be of brick founded on substantial masonry foundations.

We would recommend that the low water capacity of the stream be developed in one unit, and that the power developed by the 6,000 cubic feet of water for eight months, be developed in two units, and that the generators all be direct connected to the Jack-shafts of Horizontal wheel.

The Exciters should have independent power and be directly connected. We do not understand that you ask at this time for any further description of the electrical or hydraulic machinery in the power house.

The Amount of Power.

the following mention of the amount of power, the net H. P. be spoken of at the point of creation. The Station readings shed by Mr. Sloat indicate an average service of 21 hours, and vailable H. P. will be based upon 21 hours runs.

sed upon 4,000 cubic feet per minute and 100 feet working head, ow water capacity of the plant as above described, would be 691 H. P. on the Jack-shaft of the wheel for 23 hours.

The use of this power at Akron, Cuyahoga Falls, and Bedford, should be practical at a loss of not to exceed 12½ per in the generators, line and transformers, thereby delivering e Station motors 603 H. P. for 21 hours, during the four months ater period.

sed upon 10,000 cubic feet of water per minute for eight months, 21 hour service, and the use of the surplus power at Cleveland total transmission of 35 miles, we have the following result. total surplus power delivered to the Jack-shaft of the wheels, l be 1037 H. P., and figuring on the basis of a loss of 17½ per in transmission you would have a total of 856 H. P. delivered e motors at Cleveland, for 21 hours service. In the estimate of or the electrical apparatus below, I have assumed a voltage of 0 for the 35 miles transmission, and a voltage of 5,000 for an ge transmission of 7½ miles, assuming that 1/3 of the low capacity, *i. e.*, 201 H. P. is used at each of the Power Stations, kron, Cuyahoga Falls and Bedford. It is not probable that the disposal of the low water capacity of the stream is exactly as would use it, but in the absence of definite data upon this subthe above disposition is taken as a basis for estimate.

Estimate of Costs.

e following estimate of costs provides for the material and labor sary for the development of 603 electrical H. P. during the low period, and 856 electrical H. P. during eight months of the delivered at motors as above indicated.

.....	$70,000.00
conduit	28,000.00
r house and hydraulic machinery	15,500.00
rical apparatus, including line, generators, step and step down transformers per delivery of 856 P. at Cleveland	39,000.00
rical apparatus, including line, generators, step and step down transformers, for the delivery of 3 H. P. as above indicated.....	16,000.00
neering and incidentals	15,000.00
	$183,500.00

We estimate the cost of operation on the above plant to be as follows:

Interest on $183,000.00 at 6%	$11,010.00
Station help and expenses	5,800.00
Taxes	2,000.00
Depreciation on machinery	2,000.00
Total	$20,810.00

On the basis of 856 net electrical H. P. for 21 hours per diem for 240 days plus 603 net electrical H. P. for 21 hours per diem for 365 days, we have a total per annum efficiency of the power of 8,936,235 H. P. hours, which reduced to Kilowatt Hours becomes 6,619,000 Kilowatt hours.

Dividing the annual expense of the plant, *i. e.* 20,810 dollars, by the number of Kilowatt hours of power, we have as the cost
310 of the power per Kilowatt hour, $.00314. I understand from Mr. Sloat that the present cost of power per Kilowatt hour is, approximately, $.0111 or, approximately 200% more than the above estimated cost by water power.

You will notice that the above estimate of cost of the water power development *are* based upon a full consumption of the power developed.

General.

In addition to the amount of power above estimated it is probable that for a period of five months of the year a considerable increase in the above quantities could be taken from the dam, but, as the duration of the extra service is so short, have refrained from its estimation.

In conclusion we desire to say that, in our opinion the above estimates will provide for a first class construction throughout and for a structure having a minimum maintenance cost. The building of the above works upon careful lines dictated by the best engineering practice should deliver to you construction free from all ordinanry hazards.

Thanking you for the courtesies received at your hands, we are,

Yours very truly,

THE STILWELL-BIERCE & SMITH-VAILE CO.,
Dayton, Ohio, U. S. A.

——— ———,
Ass't Engineer.

311 Ad-enda.

I might also add that the U. S. Government *guage* of the low water capacity of the Cuyahoga River at Cuyhoga Falls, is 5,296 cubic feet per minute, which you will notice compares favorably with the claims of Walsh and the Rivet Co. This would seem to be a further

pport for the conservatism of 4,000 cubic feet per minute used in
e foregoing estimate.

12 Mr. Mather: We now offer in evidence the Deed of The Northern Realty Company to The Northern Ohio Power Company dated January 31st, 1911 and found in volume 383 at page 06 Summit County records of deeds.

A true copy of said deed is hereto next annexed and made a part ereof at pages — to — hereof both inclusive.

13 *Deed.*

No. 35475.

The Northern Realty Co. to The Northern Ohio Power Co.

Know all men by these presents, That the Northern Realty Company, a corporation organized and existing under the laws of Ohio, e Grantor, for the Consideration of One Dollar ($1.00) and other od and valuable considerations received to its full satisfaction of he Northern Ohio Power Company, also a corporation organized d existing under and by virtue of the laws of Ohio, the Grantee, es Give, Grant, Bargain, Sell and Convey unto the said Grantee, successors and assigns, the following described premises:

First Parcel. All that tract or parcel of land situate, lying and ing in the township of Portage and in the village of Cuyahoga lls, township of Cuyahoga Falls, county of Summit and State Ohio, known as being part of tract No. 2, formerly all in said wnship of Portage and described as follows:

Beginning at an iron pin set on the island at the northwest corner of Lot number 6 Tract number 3 of Portage Township,
4 and at the southeast corner of a tract of land containing 105.83 acres which was deeded by Seth Day and Wife to The rtage Canal and Manufacturing Company, August 6th, 1838; ence north 1 degree 20′ east 1315 feet along the east line of said 5.83 acre tract to a stone pipe at the northeast corner of said 5.83 acre tract; thence north 88 degrees 30′ west 3405.60 feet ng the north line of said 105.83 acre tract to a hard head stone the northwest corner of said 105.83 acre tract; thence south 0 grees 30′ west 760 feet along the west line of said 105.83 acre act, and which is the west line of Cuyahoga Falls Township, and e same continued, to a stone pipe; thence south 87 degrees 38′ st 673 feet to an iron pin which is set 627 feet north of the northst corner of lot 3 Tract 3 Portage Township; thence north 89 grees 38′ east 1354.30 feet to a stone which is set 660 feet north the northeast corner of Lot 4 Tract 3 Portage Township; thence st 410.50 feet to a yellow oak tree 24 inches in diameter thence uth 78 degrees 15′ east 270.60 feet to a yellow oak tree; thence south 8 degrees 15′ east 108.90 feet to a marked stone; thence
5 south 45 degrees 40′ east 99 feet to a marked white oak tree; thence south 3 degrees 45′ east 170 feet to a stone; thence

south 46 degrees east 99 feet to a marked white oak tree; thence south 31 degrees east 112.80 feet to a marked black oak tree; thence south 26 degrees east 97.60 feet to a black oak tree; thence north 85 degrees 30′ east 408 feet along the north line of Lot 5 Tract 3 Portage Township to the beginning, and containing 66.03 acres of land, courses magnetical of the year 1879.

Second Parcel. Also all that certain tract or parcel of land situate, lying and being in the said township of Portage, known as being part of lot number 5 in Tract number 3, and described as follows:

Beginning at an iron pin set on the island of the northeast corner of said Lot 5; thence south 2 degrees west along the east line of said Lot 5, 944.46 feet; thence running northerly parallel to and 50 feet from the northerly face of the retaining wall of what is known as the Chuckery Race, the following courses and distances, north 47 degrees 30′ west 125.40 feet; north 33 degrees
316 15′ west 112.20 feet; north 15 degrees west 237.60 feet; north 0 degrees 45′ west 191.40 feet; north 11 degrees 30′ west 105.60 feet; north 18 degrees 30′ west 132 feet; north 26 degrees 30′ west 99 feet to the north line of Lot 5; thence along Lot line north 86 degrees east 351.78 feet to the beginning, and containing 4.50 acres of land, Courses magnetical as surveyed April 15, 1880.

Third Parcel. Also all that certain tract or parcel of land situate, lying and being in said Township of Portage, known as being part of Lot number 6 in tract number 3, and described as follows:

Beginning at the northeast corner of said lot at a marked hemlock tree standing near the north bank of the Cuyahoga River; thence north 88 degrees west 1341.10 feet along the south line of land belonging to H. C. Grant to an iron pin set on an island in the Cuyahoga River at the northwest corner of said Lot 6; thence south 1 degree 45′ west 2012.30 feet along the west line of said lot number 6 to an iron pin set in the center line of the old Akron and Cuyahoga Falls Road; thence north 66 degrees 30′ east
317 216.48 feet along said road center to an iron pin; thence north 52 degrees 15′ east 844.14 feet along said road center to an iron pin; thence north 41 degrees 30′ east 217.14 feet along said road center to an iron pin; thence north 45 degrees 30′ east 135.96 feet along said road center to an iron pin; thence north 31 degrees 30′ east along road center 160.38 feet to an iron pin; thence north 51 degrees 30′ east along road center 231 feet to an iron pin; thence north 48 degrees east 23.10 feet along road center to an iron pin set in the east line of said lot; thence north 2 degrees 12′ east 810 feet along the east line of said Lot 6 to the beginning, and containing 45.68 acres of land, courses magnetical of the year 1879.

Fourth Parcel. And also all that certain tract or parcel of land situate, lying and being in the said village and township of Cuyahoga Falls, known as being a part of tract number 1, formerly in the township of Tallmadge, and described as follows: Beginning at an iron pin set at the northwest corner of Tract number five; thence north 2 degrees 12′ east 763.6 feet along what was formerly the west

line of Tallmadge Township to a stone pipe (this line crosses
318 the Cuyahoga River) which stone pipe is set at a point 612 feet south measuring along said Township line from the point where said Township line intersects the center line of the County road, recorded as County View number 218; thence from said stone pipe along a line which is one rod west of the high bank of the Cuyahoga River the following courses and distances, north 34 degrees 35′ east 264 feet; north 27 degrees 35′ east 286.44 feet; north 2 degree 30′ west 116.16 feet; north 24 degrees 10′ west 138 feet; north 8 degrees 40′ east 107.60 feet; north 19 degrees 31′ east 108.24 feet; north 36 degrees 40′ east 168.30 feet; north 53 degrees 40′ east 454.70 feet; and north 35 degrees east 280.70 feet to a stone pipe set in Thomas Patterson's north line; thence leaving said one rod line, north 63 degrees 10′ west along Thomas Patterson's north line 85.14 feet to the east line of Front street and to a stone pipe; thence north 32 degrees 40′ east 640 feet along the east line of Front street to a stone pipe to an angle in east line of said street; thence north 26 degrees 20′ east 268 feet along east line of Front street to a stone pipe; thence
319 south 63 degrees 40′ east 139.12 feet along the south line of tract of land containing one and 43/100 acres of land conveyed by Jeremiah Milbank to John Hinde on the 14th day of October 1879, and which line is in a continuation of the south line of Chestnut street; thence north 34 degrees 35′ east 380.16 feet along the east line of said 1.43 acres piece of land to its north east corner; thence north 32 degrees east 8910 feet (this line is on top of a perpendicular bank on the west side of the Cuyahoga River and is also along the east line of the Falls Rivet and Machine Company); thence south 75 degrees east 157 feet on a line of land of said company to a point which is on top of the perpendicular bank on said east side of said river; thence south 23 degrees west 118.80 feet on a line which is on top of said east bank; thence south 63 degrees east 52 feet to the west line of Water Street where an iron grate bar is set; thence south 22 degrees 30′ west 660 feet along the west side of Water street to an iron pin; thence south 17 degrees 30′ west 665.34 feet along the west side of said Water street to an iron pin; thence north
320 63 degrees 37′ west 128.04 feet along north line of land formerly belonging to C. S. Sill to an iron pin; thence south 31 degrees 30′ west 317.46 feet along the west line of same land to an iron pin; thence south 41 degrees 30′ west 341.88 feet along west line of same land to an iron pin; thence south 78 degrees 30′ east 289.74 feet along south line of same land to an iron pin; thence south 30 degrees 30′ west 824.34 feet to an iron pin; thence north 81 degrees west 69.96 feet along the north line of land belonging to William Walsh to an iron pin; thence south 31 degrees 30′ west 820.40 feet along west line of land belonging to William Walsh to an iron pin; thence south 87 degrees 30′ west 66 feet; thence south 29 degrees 30′ west 144.50 feet; thence north 87 degrees 30′ west 258.72 feet along the north line of tract 5 to the beginning, and containing 43.68 acres of land, courses magnetical for the year

1879. Subject to the rights of the Cleveland, Akron and Columbus Railroad Company.

Be all the aforesaid courses and distances more or less.

Also all water power and milling rights belonging to the
321 said premises, excepting such as may have been conveyed by Jeremiah Milbank.

And all the estate, title and interest of the said parties of the first part either in law or in equity, of, in and to the said premises, and also all the estate, title and interest of the said parties of the first part, of, in and to any and all other real property in said townships of Portage and Cuyahoga Falls, of which Jeremiah Milbank died seized, together with all the right, privileges and appurtenances to the same belonging and all the rents, issues and profits thereof.

Said first, second, third and fourth parcels being the same premises as those conveyed by Elizabeth M. Anderson and Joseph Milbank as executrix and executor of the Estate of Jeremiah Milbank, deceased, to Henry A. Everett by deed dated December 14, 1897, and recorded in Vol. 233, Page 447, of the Summit County Ohio, Records of Deeds, be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained
322 premises with the appurtenances thereof, unto the said grantee, its successors and assigns forever.

And the said grantor does for it and its successors and assigns, covenant with the said grantee, its successors and assigns, that at and until the ensealing of these presents, it was well seized of the above described premises, as a good and indefeasible estate in fee simple, and have a good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever, and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

In Testimony Whereof, said Grantor, The Northern Realty Company, has caused its corporate seal to be hereto affixed, and these presents to be hereto subscribed by its President and Secretary, this 31st day of January, A. D. 1911.

THE NORTHERN OHIO REALTY CO.
By WILL CHRISTY, *President.*
323 CHARLES LAHR, *Secretary.*

Sealed and delivered in presence of—
CHARLES H. HOWLAND.
N. O. MATHER.

THE STATE OF OHIO,
Summit County, ss:

I, N. O. Mather, a notary public in and for the said County, do hereby certify that Will Christy, President of the Northern Ohio Realty Company, and Charles Lahr Secretary of said Company, whose names respectively are signed to the foregoing instrument,

ing date on the 31st day of January, A. D. 1911, have this day
nowledged the signing and execution of the said instrument for
nselves respectively and for and on behalf of said The Northern
ty Company and acknowledged that they have affixed the cor-
te seal of said Company to said instrument, and otherwise exe-
d the same by direction of a resolution of the Directors of said
pany, and have acknowledged that the same in all respects is
r free act and deed as such officers respectively and the free act
and deed of said corporation for the purposes and uses therein
set forth. And I further certify that said Will Christy and
Charles Lahr are known to me to be the individuals and
ers described in and who executed the said instrument.
n Testimony Whereof, I hereunto set my hand and official seal
kron, Ohio, this 31 day of January, A. D. 1911.
[SEAL.] N. O. MATHER,
Notary Public.

ransferred, Feb. 2nd 1911.
eceived for record, Feb. 2nd 1911 at 10.15 A. M.
ecorded Feb. 13th 1911.
ee $3.20.
JAMES BROWN, *Recorder.*

Mr. Mather: We now offer in evidence the deed of The Northern Ohio Power Company to The Northern Ohio Trac- & Light Company dated the 24th day of February 1914. Found Volume — page — of Summit County records of deeds.

Mr. Frank: We object to that.
The Court: How is that competent?
Mr. Mather: Simply as tending to show and prove the trust
aracter of this property all the way through in The Northern
o Traction & Light Company. All of the original holders of this
perty were trustees for The Northern Ohio Traction & Light
pany and finally conveyed it to that company.
The Court: I don't think that makes any difference. I'll sustain
objection. Defendant excepts.

true copy of said deed is hereto next annexed and made a part
of at pages — to — hereof both inclusive.

Know All Men by These Presents that The Northern Ohio Power Company, a corporation duly organized and existing
er and by virtue of the laws of the State of Ohio the grantor, in
ideration of One (1.00) Dollar and other good and valuable
ideration to it paid by The Northern Ohio Traction & Light
pany, a corporation duly organized under and by virtue of the
of the State of Ohio, the Grantee, the receipt of which is hereby
nowledged, does hereby grant, bargain, sell and convey unto the
Grantee, its successors and assigns forever, the following de-
ed real property Situated in the County of Summit and State of
o, and more particularly described as follows, to wit:

327 Parcel #1.

All that tract or parcel of land, situated, lying and being in the Township of Portage and in the Village of Cuyahoga Falls, Township of Cuyahoga Falls, County of Summit and State of Ohio, known as being part of Tract #2, formerly all in said Township of Portage, and described as follows:

Beginning at an iron pin set on the island at the Northwest corner of Lot #6, Tract #3 of Portage Township, and at the Southeast corner of a tract of land containing 105.83 acres which was deeded by Seth Day and Wife to the Portage Canal and Manufacturing Company, August 6, 1838: thence North 1° 20′ East 1315 feet along the East line of said 105.83 acre tract to a stone pipe at the Northeast corner of said 105.83 acre tract: thence North 88° 30′ West 3405.60 feet along the North line of said 105.83 acre tract to a hard head stone at the Northwest corner of said 105.83 acre tract: thence South 0° 30′ West 760 feet along the West line of said 105.83 acre tract, and which is the West line of Cuyahoga Falls Township and the same continued, to a stone pipe: thence South 87° 38′
328 East 673 feet to an iron pin which is set 627 feet North of the Northeast corner of Lot #3, Tract #3 Portage Township: thence North 89° 38′ East 1354.30 feet to a stone which is set 660 feet North of the Northeast corner of Lot #4, Tract #3, Portage Township: thence East 410.50 feet to a yellow oak tree 24 inches in diameter: thence South 78° 15′ East 270.60 feet to a yellow oak tree: thence South 8° 15′ East 108.90 feet to a marked stone: thence South 45° 40′ East 99 feet to a marked white oak tree: thence South 3° 45′ East 170 feet to a stone: thence South 46° East 99 feet to a marked white oak tree: thence South 31° East 112.80 feet to a marked black oak tree: thence South 26° East 97.60 feet to a black oak tree: thence North 85° 30′ East 408 feet along the North line of Lot #5 Tract #3 Portage Township to the beginning and containing 66.03 acres of land courses magnetical of the year 1879.

Parcel #2.

Also all that certain tract or parcel of land situated, lying and being in the said Township of Portage known as being part
329 of lot #5, in Tract #3, and described as follows:

Beginning at an iron pin set on the island at the Northeast corner of said Lot #5: thence South 2° West along the East line of said Lot #5 944.46 feet: thence running Northerly parallel to and 50 feet from the Northerly face of the retaining wall of what is known as the Chuchery Race, the following courses and distances: North 47° 30′ West 125.40 feet: North 33° 15′ West 112.20 feet North 15° West 237.60 feet: North 0° 45′ West 191.40 feet North 11° 30′ West 105.60 feet: North 18° 30′ West 132 feet: North 26° 30′ West 99 feet to the North line of Lot #5: thence along Lot line North 86° East 351.78 feet to the beginning, and containing 4.50 acres of land Courses magnetical as surveyed April 15, 1880.

Parcel #3.

Also all that certain tract or parcel of land situated, lying and being in said Township of Portage, known as being part of
330 Lot #6 in Tract #3 and described as follows:

Beginning at the Northeast corner of said Lot at a marked hemlock tree standing near the North bank of the Cuyahoga River; Thence North 88° West 1341.10 along the South line of land belonging to H. C. Grant to an iron pin set on an island in the Cuyahoga River at the Northwest corner of said Lot #6; thence South 1° 45′ West 2012.30 feet along the West line of said lot #6 to an iron pin set in the center line of the old Akron and Cuyahoga Falls Road; thence North 66° 30′ East 216.48 feet along said road center to an iron pin; thence North 52 degrees 15′ East 844.14 feet along said road center to an iron pin; thence North 41° 30′ East 217.14 feet along said road center to an iron pin; thence North 45° 30′ East 135.96 feet along said road center to an iron pin; thence North 31° 30′ East along road center 160.38 feet to an iron pin; thence North 51° 30′ East along center 231 feet to an iron pin; thence North 48 degrees east 23.10 feet along road center to an iron pin set in the East line of said Lot thence North 2° 12′ East 810 feet
331 along the East line of said Lot #6 to the beginning, and containing 45.68 acres of land, courses magnetical of the year 1879.

Excepting from the above described parcel #3, about 3.29 acres conveyed by The Northern Ohio Power Company to the Board of County Commissioners of Summit County by deed dated Dec. 29, 1911 and recorded in Summit County records of deeds Book 434, Page 16.

Parcel #4.

And also all that certain tract or parcel of land situated, lying and being in the said Village and Township of Cuyahoga Falls, known as being a part of Tract #1, formerly in the Township of Tallmadge, and described as follows:—

Beginning at an iron pin set at the Northwest corner of Tract #5; thence North 2° 12′ East 763.6 feet along what was formerly the West line of Tallmadge Township to a stone pipe (this line crosses the Cuyahoga River) which stone pipe is set at a point 612 feet South measuring along said Township line from the point
332 where said Township line intersects the center line of the County road; recorded as County View #218; thence from said stone pipe along a line which is one rod west of the high bank of the Cuyahoga River the following courses and distances, North 34° 35′ East 264 feet; North 27° 35′ East 286.44 feet. North 2° 30′ West 116.16 feet; North 24° 10′ West 138 feet; North 8° 40′ East 107.60 feet; North 19° 31′ East 108.24 feet; North 36° 40′ East 168.30 feet; North 53° 40′ East 454.70 feet; and North 35° East 280.70 feet to a stone pipe set in Thomas Patterson's North line; thence leaving said one rod line North 63° 10′ West along

Thomas Patterson's North line 85.14 feet to the East line of Front street and to a stone pipe; thence North 32° 40′ East 640 feet along the East line of Front street to a stone pipe to an angle in East line of said street; thence North 26° 20′ East 268 feet along East line of Front street to a stone pipe; thence South 63° 40′ East 139.12 feet along the south line of tract of land containing one and 43/100 acres of land conveyed by Jeremiah Milbank to John Hinde
333 on the 14th. day of October 1879, and which line is in a continuation of the South line of Chestnut Street; thence North 34° 35′ East 380.16 feet along the East line of said 143 acre piece of land to its Northeast corner; thence 32° East 39.10 feet (this line is on top of a perpendicular bank on the West side of the Cuyahoga River, and is also along the East line of the Falls Rivet and Machine Company); thence South 75° East 157 feet on a line of land of said Company to a point which is on top of the perpendicular bank on said East side of Said River; thence South 23° West 118.80 feet on a line which is on top of said East bank; thence South 63 degrees East 52 feet to the West line of Water street where an iron grate bar is set; thence South 22° 30′ West 660 feet along the West side of Water street to an iron pin; thence South 17° 30′ West 665.34 feet along the west side of said Water street to an iron pin; thence North 63° 37′ West 128.04 feet along North line of land formerly belonging to C. H. Sill to an iron pin; thence
334 South 31° 30′ West 317.46 feet along the West line of said land to an iron pin; thence South 41° 30′ West 341.88 feet along West line of same land to an iron pin; thence South 78° 30′ East 289.74 feet along South line of same land to an iron pin; thence South 30° 30′ West 824.34 feet to an iron pin; thence North 81° West 69.96 feet along the North line of land belonging to William Walsh to an iron pin; thence South 31° 30′ West 820.40 feet along West line of land belonging to William Walsh to an iron pin; thence South 87° 30′ West 66 feet; thence South 29° 30′ West 144.50 feet; thence North 87° 30′ West 63 feet; thence South 29° 30′ West 144.50 feet; thence North 87° 30′ West 258.72 feet along the North line of tract #5 to the beginning and containing 43.68 acres of land, courses magnetical for the year 1879. Subject to the rights of the Cleveland, Akron & Columbus Railroad Company.

Be all the aforesaid courses and distances more or less.

Also all water power and milling rights belonging to the
335 said premises, excepting such as may have been conveyed by Jeremiah Milbank and all the estate, title and interest of the said parties of the first part either in law or in equity of in and to the said premises, and also all the estate, title and interest of the said parties of the first part, of in and to any and all other real property in said townships of Portage and Cuyahoga Falls, of which Jeremiah Milbank died seized together with all the right, privileges and appurtenances to the same belonging and all the rents, issue and profits thereof.

Said first, second, third, fourth parcels being the same premises as those conveyed by Elizabeth M. Anderson and Joseph Milbank as executrix and executor of the Estate of Jeremiah Milbank, de-

ased, to Henry A. Everett by deed dated Dec. 14, 1897 and recorded Vol. 223, Page 447 of Summit County, Ohio, Records of Deeds.

Parcel #5.

Situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio, and known as part of Tract #2 formerly
36 in Portage Township, beginning at a sewer pipe in the old township line 572 feet Southerly from a sewer pipe set in the enter of Front street at the intersection of the said Township line ith said Street center; thence South along Township line and West ne of lands now owned by The Northern Realty Company 334 eet to the Southeast corner of lands owned by H. C. Grant and arah M. Grant; thence Westerly along the North line of land now r formerly owned by the Northern Realty Company 390.5 feet to sewer pipe which is 452 feet from a sewer pipe set in the Southerly ide on line of Front street and set in the line between land owned y H. C. Grant and Sarah M. Grant and the Northern Realty Com- any; thence North 53° 09′ East 511.2 feet to the beginning con- aining one and one half acres of land (1.50).

Said parcel being the same premises as those conveyed by H. C. Grant and Sarah M. Grant, his Wife to Henry A. Everett by deed lated June 31, 1898, and recorded in Vol. 259, Page 13 of Summit County, Records of Deeds, be the same more or less, but
37 subject to all legal highways.

Parcel #6.

Situated in the Township of Portage, County of Summit, and State of Ohio and known as being in tract #2 Portage Township, beginning at an iron pin in center of the Cuyahoga River and the West line of land of Ther Northern Ohio Power Company, and Grantor's East line; then South 3° 30′ West on Grantor's East line 150 feet to an iron pin. This pin is 731.7 feet Northerly from the South line of Tract #2; thence North 86° 30′ West 150 feet to an iron pin; thence North 3° 30′ East 150 feet to an iron pin; thence South 86° 30′ East 150 feet to the beginning, containing .52 acres.

This parcel is subject to the condition of a certain deed given by Fanny V. Sockitt to The Northern Ohio Power Co., dated July 18, 1911 and recorded in Book 417, Page 374, Summit County Records of deeds.

Parcel #7.

Situated in the Township of Portage, County of Summit,
38 State of Ohio, and known as being a part of lot #5 in Tract #3.

Beginning at a stone on the East line of said Lot #5 944.46 feet South of the Northeast corner of said Lot #5; thence North 43° 08′ West 39.10 feet to a stake; thence North 45° 40′ West 86.90 feet to

a stake; thence North 34° 03′ West 103.20 feet to a stake; thence North 14° 18′ West 268.40 feet to a stake; thence North 0° 47′ East 191.90 feet to a stake; thence North 9° 39′ West 108.10 feet to a stake; thence North 16° 48′ West 130.60 feet to a stake; thence North 27° 17′ West 101.30 feet to a stake on the North line of Tract #3; thence North 88° West on said tract line 82.40 feet to a stone at the intersection of the North line of Tract #3 with the Easterly line of Riverside Boulevard; thence South 24° 15′ East on the Easterly line of said River side Boulevard 65.40 feet to a stake; thence South 17° 26′ East on said River side Boulevard 56.10 feet to a stage; thence South 15° East on said River side Boulevard 869.80 feet to a stone; thence East 124.00 feet to the beginning containing 1,269 acres of land.

The Easterly line- of the above piece are 50.00 feet West-
339 erly and parallel to the Easterly edge of the walls of the so-called Chuckery Race.

The above parcel #7 is the same premises as conveyed to the Northern Ohio Power Company by Lucy E. Brodback, by deed recorded in Book 430, Page 489.

Parcel #8.

Premises situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio and known as part of Lot #1, Tract #5, formerly Tallmadge Township. Beginning at an iron pin at the Northwest corner of said Lot #1, Tract #5; thence East on North line of said Lot #1, Tract #5, 32.3 feet to a stake; thence South Westerly parallel and 50 feet Northerly therefrom to Grantor's Easterly line and the West line of Right of Way of C. A. & C. R. R. about 58 feet to the West line of said Lot #1, Tract #5; thence North on West line of Lot #1, Tract #5, 48.3 feet to beginning, containing .02 acres.

This parcel is subject to the condition of a certain deed from C.
David Kenney to The Northern Ohio Power Company dated
340 June 14, 1911 and recorded in Book 430, Page 478.

Parcel #9.

Situated in the Township of Portage, County of Summit and State of Ohio, and known as parts of lots #1 and #2 Tract #3, in said Township.

Beginning at a point in center of The Old Churckery Race and the North line of Lot #2, Tract #3 and 535.8 feet East on the said tract line from the center of the Peck Road; thence South 29° 45′ West 296.50 feet to a stake; thence South 8° 9′ West 620 feet to a stake; thence South 11° 50′ West 234.90 feet to a stake; thence South 56° 21′ West 212.20 feet to a stake; thence South 34° 21′ West 556.40 feet to a stake; thence South 76° 06′ West 351.2 feet to a stake; thence South 66° 11′ West 100.20 feet to a stake; thence South 29° 41′ West 100 feet to a stake; thence South 50° 26′ West 100 feet to a stake; thence South 71° 16′ West 100 feet to a stake;

ence South 84° 1′ West 436.3 feet to a stake on Grantor's West
e and the West line of Lot #1, Tract #3 and 19 feet southerly
from Cyrus F. Bartel's Northeast corner.—This description
1 is intended to convey a strip of land 30 feet wide, being 15
feet on each side of the foregoing courses and distances and
ntains 2.26 acres of land more or less.
This parcel is the same premises appropriated by The Northern
io Power Company in Case No. — in Probate Court of Summit
unty.

Parcel #10.

Situated in the Township of Portage, County of Summit and
ate of Ohio and known as part of Tract #4 in said Township,
ginning at a stake at the Northeast corner of land formerly owned
Cyrus F. Bartell and at the east line of Tract #4; thence South
° 01′ West 157.70 feet to a stake; thence South 60° 34′ West
6.50 feet to a stake; thence South 57° 52′ West 359.20 feet to
rnest A. Jones' land, formerly Geo. Pofahl's East line; thence South
Ernest A. Jones' East line 35 feet to a stake; thence North 57° 52′
East parallel to the Northerly line and 30 feet there from
12 378.20 feet to a stake; thence North 60° 34′ East parallel
and 30 feet from the Northerly line 236.50 feet to a stake;
ence North 84° 1′ East parallel and 30 feet from the Northerly
ne, 148 feet to the East line of tract #4; thence North on the
act line about 33.40 feet to the beginning containing .52 acres.
This parcel is subject to the conditions of a certain deed given
Cyrus F. Bartell et al to The Northern Ohio Power Company and
corded in Book 428, Page 72.

Parcel #11.

Situated in the Township of Portage, County of Summit and
tate of Ohio and known as part of Tract #4 in said Township.
Beginning at the Southeast corner of land formerly owned by
rnest A. Jones; thence North 1° East on said Jones' East line 84.50
et to a stake; thence South 58° 45′ West 98.50 feet to a stake on
id Jones' South line; thence South 89 degrees east on said Jones'
outh line 48.50 feet to the beginning containing 47/1000 acres of
nd.
This parcel is the same premises conveyed to The Northern
43 Ohio Power Company from Ernest A. Jones by deed re-
corded in Book 429, Page 83 Summit County records of
eeds.

Parcel #12.

Situated in the Township of Portage, County of Summit and
tate of Ohio and known as part of Tract #4 in said Township.
Beginning at a stake on the North line of land formerly owned
by Charles Ratzow and 700.83 feet West of the East line of Tract
#4; thence South 58° 07′ West 1013.50 feet to a stake in the cen-

ter of the Peck Road and said Ratzow's South west corner; thence Northeasterly in said Peck Road center about 32 feet; thence North 58° 07′ East parallel to and 30 feet from the South line about 964.50 feet to a stake on said Ratzow's North line; thence East on said Ratzow's North line 61 feet to the beginning containing .68 acres.

This parcel is subject to the conditions of a certain deed from Charles A. Ratzow to The Northern Ohio Power Company recorded in Book 438, Page 583.

Parcel #13.

344 Situated in the Township of Portage, County of Summit and State of Ohio and known as part of Tract #4 in said Township.

Beginning at a stake in center of the Babb road and Southeast corner of land formerly owned by Elizabeth Herbruck, now owned by the City of Akron; thence West along the North line of land formerly owned by the Akron Soap Company 914.10 feet to a stake at said Company's Northwest corner; thence South on said Company's West line 30 feet to a stake thence East parallel and 30 feet from the North line about 916 feet to the center of Babb Road; thence Northerly in center of said Babb Road about 30.50 feet to the beginning containing .63 acres.

This parcel is subject to the conditions of a certain deed given by the Akron Soap Company to The Northern Ohio Power Company recorded in Book 429, Page 466.

Parcel #14.

Situated in the Village of Cuyahoga Falls, County of Summit and State of Ohio, and known as part of tract #2 formerly
345 Portage Township.

Beginning at a stake in center of Big Falls Road at the Northeast corner of land formerly owned by A. M. Cox; thence South on said Cox's land 1036.60 feet to land owned by The Northern Ohio Power Company; thence east on said Power Company's North line 30 feet; thence North parallel to West line 1036.60 feet to a stake in center of Big Falls Road; thence West in said Big Falls Road 30 feet to the place of beginning containing 71.100 acres. Being the same land conveyed to said Company by John P. Clark by deed recorded in Book 414, Page 156.

Parcel #15.

Situated in the Village of Cuyahoga Falls, County of Summit and State of Ohio and known as being part of Tract #2 formerly Portage.

Beginning in the center of Big Falls Road at the Northwest corner of land formerly owned by J. P. and M. Clark; thence North along the East line of land now or formerly owned by Irvin Waltz

and the West line of land formerly owned by Charles Schley
346 528 feet to a stake at said Schley's Northeast corner; thence East on said Schley's North line 30 feet to a stake; thence South parallel to the West line and 30 feet there from 528 feet to a stake in the center line of the Big Falls Road; thence West in said road center 30 feet to beginning, containing .363 acres of land.

This parcel is subject to the conditions of a certain deed given the Northern Ohio Power Company by Charles Schley recorded in Book 414, Page 157.

Parcel #16.

Situated in the Village of Cuyahoga Falls, County of Summit, State of Ohio and known as part of Tract #2 formerly Portage Township.

Beginning at the Northwest corner of land formerly owned by Charles Schley and the Southwest corner of land formerly owned by Henry C. Grant, (This point is located 528 feet north from the center of the Big Falls road); thence North along the West line of land formerly owned by said Grant 598.60 feet to the Northwest corner of land formerly owned by said Grant; thence east
347 along the North line of land formerly owned by said Grant 30 feet to a stake; thence South parallel to said Grant's former West line and 30 feet therefrom 598.60 feet to the South line of land formerly owned by said Grant; thence West 30 feet to the beginning containing .41 acres of land.

This parcel is the same land conveyed to The Northfield Ohio Power Company by Henry C. Grant by deed recorded in Book 417, Page 373 Summit County records of Deeds.

Parcel #17.

Situated in the Village of Cuyahoga Falls, County of Summit, State of Ohio and known as part of Tract #2 formerly Portage Township. Beginning at a stake at the Southeast corner of land now or formerly owned by Wm. Medkeff, said Stake is 240 feet on said Medkeff's East line, South from the center of Sacket Street; thence South on the East line of land now or formerly owned by James S. Ray et al. 814.66 feet to a stake at the Northeast corner of land now or formerly owned by Irvin Waltz; thence West 30 feet to a stake in the South line of land now or formerly owned by
348 James S. Ray, et al.; thence North parallel to said Ray's former East line 814.66 feet to a stake in said Ray's North line and said Medkeff's South line; thence East 30 feet to beginning containing .56 acres.

This parcel is the same premises conveyed to The Northern Ohio Power Company by James S. Ray, et al. deed of which is recorded in Book 414, Page 158 Summit County Records.

Parcel #18.

Premises situated in the Village of Cuyahoga Falls, County of Summit, State of Ohio and known as part of Tract #2 formerly Portage Township.

Commencing in the center of Sachet street in said Village at the Northwest corner of land, formerly owned by Ellen K. Crawford et al.; thence South on West line of land formerly owned by said Crawford 362.5 feet to the Southwest corner of land formerly owned by said Crawford, thence East on the South line of land formerly owned by said Crawford 120 feet to land now or formerly owned by
349 Fritz; thence North parallel to said first line to center of Sackett street; thence West in the center line of Sackett street to the place of beginning and containing one (1) acre of land.

This parcel is the same premises conveyed to The Northern Ohio Power Company by Ellen K. and Mathew Crawford by deed recorded in Book 432, Page 49.

Parcel #19.

Situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio and known as being part of Tract #2 formerly Portage Township.

Beginning at a stake in the center line of Sackett Street at the Northwest corner of land formerly owned by H. & M. Crawford; thence North 346.50 feet to a stake at the Southwest corner of land, formerly owned by E. D. Duncan; thence East 30 feet to a stake; thence South parallel to the West line 346.50 feet to a stake in the center of Sackett Street; thence West in said center line of Sackett street 30 feet to the place of beginning, containing .23 acres.

This parcel is subject to the conditions of a certain deed
350 given to the Northern Ohio Power Company by *by* Eliza Thompson et al. and recorded in Book 417, Page 375.

Parcel #20.

Situated in the Village of Cuyahoga Falls, County of Summit, State of Ohio and known as being part of Tract #2 formerly Portage Township.

Beginning at a stone in the North line of Tract #2 and corporation line of the Village of Cuyahoga Falls, the said stone is 164.00 feet West of the Southeast corner of Lot #20 Northampton Township; thence South 1303.5 feet to the Northwest corner of land formerly owned by Robert Thompson; thence on said Robert Thompson's former North line 30 feet; thence parallel to the West line 1303.50 feet to a stake in the North line of said Tract #2; thence West on Tract line 30 feet to the place of beginning, containing 89/100 acres.

This parcel is subject to the conditions of a certain deed given by Edgar D. Duncan to The Northern Ohio Power Company and recorded in Book 414, Page 159 Summit County Records of Deeds.

351 Parcel #21.

Situated in the Township of Northampton and Village of Cuyahoga Falls, County of Summit, State of Ohio and known as part of Lot

) in said Township and part of Lot #10 in said Village form- Northampton Township.
eginning at a stone at the Northeast corner of Lot #20; thence thwesterly to a stone situated in the South line of Lot #20 and oration line of Cuyahoga Falls and the Northeast corner of land or formerly owned by Caroline Post about 311.00 feet; thence on corporation and South line of Lot #20, 30 feet to a stake; ice Northeasterly parallel with the Northwesterly line 311.00 feet stake in the North line of Lot #10; thence West on North line ot #10 30 feet to a place of beginning, containing .11 acres and, .09 acres being in Lot #20 Northampton Township; .02 s being in Lot #20 Cuyahoga Falls.
his parcel is subject to the conditions of a certain deed given to The Northern Ohio Power Company by Walter L. Hitchcock et al. and recorded in Book 414, Page 160, Summit County Records.

Parcel #22.

remises situated in the Village of Cuyahoga Falls, County of mit and State of Ohio, and known as part of Lot #9 formerly thampton Township.
eginning at a stake in the center of Northampton Avenue, and t corporation line of Cuyahoga Falls; thence South on said oration line 2686.37 feet to a stone in South line of Lot #9; ice East on said Lot line 30 feet to a stake; thence North parallel West line of Lot about 2632.5 feet to center of Northampton nue; thence in said Avenue center about 38 feet to place of begin- containing 1-84/100 acres of land.
his parcel is subject to the conditions of a certain deed given Northern Ohio Power Company by F. S. Bales et al. and recorded ook 414, Page 161, Summit County Records.

Parcel #23.

Situated in the Village of Cuyahoga Falls, County of Summit and State of Ohio and known as being part of Lot #9 formerly Northampton Township.
eginning at a stone at the Northwest corner of said Lot #9; ice South on West line of said Lot #9 77.88 feet to a stake in center of Northampton Avenue; thence Southeasterly in said er line 38.3 feet to a stake; thence North parallel to said West of Lot #9, 99.7 feet to a stake in the North line of Lot #9; ice West on the North line of Lot #9, 30 feet to the place of be- ning, containing .06 acres of land.
his parcel being the same premises conveyed by Ruth W. Prior The Northern Ohio Power Company by deed recorded in Book Page 477, of Summit County Records.

Parcel #24.

Situated in the Village of Cuyahoga Falls, County of Summit, State of Ohio and known as part of Lot #8, formerly Northampton Township.

354 Beginning at a stone at the Southwest corner of said Lot #8; thence North on West line of said Lot #8, 2593.50 feet to a stone at the Northwest corner of said Lot #8; thence East on the North line of said Lot #8 150 feet to a stake thence Southwesterly 170 feet to a stake situated 30 feet East of the West line of said Lot #8 and 120 feet South of the North line of Lot #8; thence South parallel to West line and 30 feet therefrom 2473.50 feet to the South line of said Lot #8; thence on the South line of Lot #8, 30 feet to the beginning, containing 2 acres of land.

This parcel is the same premises as conveyed by John and Elizabeth Armstrong to The Northern Ohio Power Co., by deed recorded in Book 414, Page 162, Summit County Records of deeds.

Parcel #25.

Situated in the Township of Northampton, County of Summit, State of Ohio and known as being a part of Lot #18 in said Township.

355 Beginning at the Southeast corner of said Lot #18 thence North on the East line of said Lot (which is also the West corporation line of Cuyahoga Falls) 1586.64 feet to the Northeast corner of land formerly owned by Minnie E. James, et al.; thence West 30 feet; thence South parallel to and 30 feet from the East line about 1586.64 feet to the South line of Lot #18; thence East 30 feet to the beginning, and containing 1.09 acres of land.

This parcel is subject to the conditions of a certain deed recorded in Book 463, Page 233, Summit County Records of Deeds.

Parcel #26.

Situated in the Township of Northampton, County of Summit, State of Ohio and known as being part of Lot #18 East of River in said Township.

356 Beginning at a point in the Easterly line of said Lot #18, 327.36 feet Southerly from a stone at the Northeast corner of said Lot #18; thence Southerly from a stone at the Northeast corner of said Lot #18; thence Southerly along the Lot line 679.80 feet to the Northeast corner of land formerly owned by Minnie E. and Lourel James; thence Westerly along James' former Northerly line 30 feet; thence Northerly parallel to the lot line 679.80 feet more or less to Thomas's Northerly line; thence Easterly along said Northerly line 30 feet to the point of beginning and containing .47 acres more or less.

This parcel is the same premises conveyed by John H. Shiller

to The Northern Ohio Power Company, the deed of which is recorded in Book 465, Page 142, Summit County Records of Deeds.

Parcel #27.

Situated in the Township of Northampton, County of Summit, State of Ohio and known as part of Lot #7 in said Township.

Beginning at a stone at the Southwest corner of Lot #7; thence East on the South line of said Lot #7. 1029.60 feet to the Southeast corner of land formerly owned by Herman H. Prange; thence North on said Prange's former East line 30 feet; thence West and parallel to the South line 1029.60 feet to the West line of
357 Lot #7; thence South on the West line of Lot #7 a distance of 30 feet to the place of beginning, containing .71 acres of land.

This parcel is subject to the conditions of a certain deed given by Herman H. Prange to The Northern Ohio Power Company and recorded in Book 414, Page 163 Summit County Record of Deeds.

Parcel #28.

Premises situated in the Township of Northampton, County of Summit and State of Ohio and known as part of Lot #7 in said Township.

Beginning at a point on the South line of said Lot #7 and in the Southeast corner of land formerly owned by H. H. Prange and 1029.0 feet east of the West line of Lot #7; thence east of the South line of said Lot #7 273.90 feet to a stake in the Southeast corner of land formerly owned by Myron W. Shick thence North on said Shick's former line 30 feet to a stake; Thence West 273.90 feet to a stake on said Shick's former West line; thence South 30 feet to the beginning, containing .19 acres.

358 This parcel is subject to the conditions of a certain deed given by Myron W. Schick et al. to The Northern Ohio Power Company recorded in Book 414, Page 164, Summit County records of deeds.

Parcel #29.

Situated in the Township of Northampton, County of Summit, State of Ohio and known as part of Lot #7 in said Township of Northampton.

Beginning at a stone on the South line of Lot #7 and the Southeast corner of land formerly owned by Rudolph Wild; thence West on South line of Lot #7 630.96 feet to a stone pipe; thence North on said Wild's former West line 30 feet to a stake; thence East parallel to the South line of Lot #7 630.96 feet to a stake on said Wild's former East line; Thence South on said Wild's former East line 30 feet to the beginning containing .43 acres.

359 This parcel is subject to the restrictions of a certain deed from Rudolph Wild to The Northern Ohio Power Company and recorded in Book 414, Page 165.

Parcel #30.

Situated in the Township of Northampton, County of Summit, State of Ohio and known as part of Lot #7 in said Township.

Beginning at a stone in the Southeast corner of said Lot #7; thence West on the south line of Lot #7, 640.3 feet to a stake at the Southwest corner of land formerly owned by Myron W. Schick et al., thence North on said Shick's former West line 387.50 feet to a stake; thence East parallel to the South line of said lot. 640.30 feet to a stake in the East line of said Lot #7 and said Township; thence South on the Township line 387.50 feet to the beginning, containing 5.69 acres be the same more or less.

This parcel is subject to the conditions of a certain deed given by Myron W. Schick et al. to The Northern Ohio Power Company and recorded in Book 414, Page 164 Summit County Records of Deeds.

Parcel #31.

360 Situated in the Township of Stow, County of Summit and State of Ohio and known as part of Lot #21 in said Township.

Beginning at a stone in the Southwest corner of Lot #21; thence East on the South line of Lot #21 2299.40 feet to a stone in center of Bailey Road; thence Northwesterly in said road center about 39 feet; thence West on a line parallel and 30 feet from the South line of Lot #21 about 2280.4 feet to the West line of Lot #21; thence South on said West line of Lot #21, 30 feet to the place of beginning, containing 1.57 acres.

This parcel is subject to the conditions of a certain deed from Bertha E. Johnson to The Northern Ohio Power Company and recorded in Book 414, Page 166 Summit County Records of Deeds.

Parcel #32.

Situated in the Township of Stow, County of Summit and State of Ohio, and known as part of Lot #21 in said Township.

Beginning at a stone at the Southeast corner of lot #21; thence West on South line of Lot #21, 701.5 feet to a stone in center of Bailey Road; thence Northwest on center line of said Bailey Road 39 feet to a stake; thence East on a line parallel to and 30 feet
361 from said South line about 720.5 feet to a stake in the East line of said lot #21; thence South on East line of said Lot #21, 30 feet to the place of beginning, containing .49 acres of land.

This parcel is subject to the conditions of a certain deed from John Nihousen et al. to The Northern Ohio Power Company recorded in Book 414, Page 167 Summit County Records of Deeds.

Parcel #33.

Situated in the Township of Stow, County of Summit and State of Ohio and known as being part of Lot #22 in said Township.

Beginning at a stone in the Southwest corner of Lot #22; thence East on the South line of said Lot #22, 1989 feet to the Southeast corner of land formerly owned by William C. Keenan; thence North on said Keenan's former East line 30 feet; thence West parallel to the South line of said Lot #22 1989 feet to the West line of Lot #22; thence South on the West line of Lot #22 30 feet to the place of beginning containing 1.37 acres.

362 This parcel is subject to the conditions of a certain deed from William Keenan to The Northern Ohio Power Company recorded in Book 431, Page 407 Summit County Records of Deeds.

Parcel #34.

Situated in the Township of Stow, County of Summit and State of Ohio and known as part of Lot #22, in said Township.

Beginning at the West line of the C. A. & C. R. R. Right of Way and the South line of Lot #22 about 426 feet West of the Southeast corner of said Lot #22; thence West on the South line of said Lot #22, 244 feet to a stake; thence North on the West line of land formerly owned by Samuel Wild et al. 30 feet; thence East about 246 feet to a stake on the West line of The C. A. & C. R. R. Right of Way; thence Southwesterly on said Wild's former East line about 31 feet to the place of beginning, containing about .17 of an acre.

This parcel is subject to the conditions of a certain deed given by Samuel W. Wild et al. to The Northern Ohio Power Company and recorded in Book 429, Page 82.

Parcel #35.

Situated in the Township of Stow, County of Summit and State of Ohio and known as being a strip of land 33 feet wide taken

363 off the South side of Lots #22 and 23 and extending easterly from the line of The C. A. & C. Ry. to the land formerly owned by Lavina F. Wagner and is further described as,—

Beginning at a stone at the Southeast corner of Lot #22 thence by four courses as follows: Course #1 N. 89° 49′ 40″ W. 368.86 feet to line of the railroad land. Course #2. N. 15° 2′ 20″ E. along a line parallel to center line of Railroad and 33 feet distant therefrom 34.14 feet. Course #3 S. 89° 49′ 40″ E. 368.90 feet to line of land formerly owned by Lavina F. Wagner. Course #4. S. 15° 08′ 40″ along land of said Wagner 34.18 feet to the beginning contains 0.28 acres of which 0.27 acres is in lot #22 and 0.01 acres is in Lot #23 be the same more or less but subject to all legal highways.

This parcel is subject to the conditions of a certain deed given by the Silver Lake Park Company to The Northern Ohio Power Company, and recorded in Book 427, Page 271.

Parcel #36.

Situated in the Township of Stow, County of Summit and State of Ohio and known as part of Lot #23 in said Township.

364 Beginning at a stone in the Southwest corner of said Lot #23; thence N. 15° 08′ E. 34.18 feet; thence s. 89° 49′ E. 179 feet to a point in the Northerly line of the old Silver Lake branch of The N. O. T. & L. Company's Right of Way; thence following an arc whose radius is 716.34 feet and also the Northerly line of said Right of Way to the place of beginning containing 6/100 of an acre.

It is the intention of this description to convey all the land conveyed to The Northern Ohio Power Company by a certain deed from Wm. R. Lodge and recorded in Book 434, Page 449 of Summit County Records.

Parcel #37.

Situated in the Township of Stow, County of Summit and State of Ohio and known as part of Lot #14 in said Township of Stow.

Beginning at a point in the center of the highway leading from Cuyahoga Falls to Kent and 349.05 feet Easterly from the West line of said Lot #14 measured along the center line of said highway; thence South 59° 35′ east 1139.04 feet to a stake on the East

365 line of land formerly owned by Irene P. Gaylord et al. and the West line of The Cleveland and New Castle R'y's Right of Way; thence North 3° 42′ West on said Gaylord's former East line 79.64 feet to a stake; thence North 59° 35′ West parallel to and 66 feet from the Southerly line 973.36 feet to the center of the before mentioned road; thence South 80° 03′ West along said road center 101.90 feet to the beginning containing 1–60/100 acres be the same more or less.

This parcel is subject to the conditions of a certain deed given by Irene P. Gaylord et al. to The Northern Ohio Power Company and recorded in Book 444, Page 364 of Summit County Records.

Parcel #38.

Situated in the Township of Stow, County of Summit, and State of Ohio and known as Lot #20 in said Township of Stow.

Beginning at a stone monument at the Northeast corner of said Lot #20 and on County line; thence Westerly on the North line of said Lot #20, 1221 feet to the West line of land formerly owned by the Land and Improvement Co., and the East line of land formerly owned by Amanda Moore; thence Southerly on said Moore's

366 East line 30 feet; thence Easterly parallel to the North line of said Lot 1221 feet to the East line of said Lot; thence Northerly on said East line 30 feet to the place of beginning containing about 0.84 acres.

This parcel is subject to the conditions of a certain deed given by the Land and Improvement Company to The Northern Ohio Power Company and recorded in Book 469 Page 211.

Parcel #39.

Situated in the Township of Portage, County of Summit and State of Ohio and known as part of Lot #5, Tract #3 in said Township.

Beginning in the center of Cuyahoga Falls Avenue at the Northeast corner of land conveyed by James Kerwin to Edward D. Hoffman deed of which is recorded in Book 432, Page 383; thence Southwesterly in said center line 144.77 feet to said Kerwin's West line; thence with a deflection of 67° 03′ to the left 132.58 feet; thence with a deflection of 90° to the left 141 feet to said Kerwin's East line; thence 92° 20′ to the left 189.21 feet to the beginning, con-
367 taining 51/100 acres.

Parcel #40.

Situated in the Township of Portage County of Summit and State of Ohio, and known as parts of Tract #3 Lot #5 and Tract #6, Lots #3 and 4 in said Township.

Beginning in the center line of Tallmadge Ave.

52.64 feet Westerly on said center line from the West line of said Lot #3, Tract #6 to a point in the East right of Way line of the N. O. T. & L. Co.; thence with a deflection to the right of 91° 31′ a distance of 112.2 feet; thence following an arc (the radius of which is 2814.93 feet) 1039.59 feet; thence on line tangent to said arc 1387.55 feet to the East line of land sold by James Kerwin to Edward D. Hoffman by deed recorded in Book 432. Page 383; thence with a deflection of 26° 45′ to the left 222.16 feet to the West line of The Northern Ohio Traction & Light Company's Right of Way; thence with a deflection to the left 153° 15′ 1585.95 feet; thence on an arc (the radius of which is 2914.93 feet) 1076.41 feet; thence on a line tangent to said arc 114.86 feet to the center line of Tallmadge
368 Avenue; thence North 88° 45′ East on said center line 100 feet to the beginning, containing 6.1 acres of which amount there is 3.03 acres in tract #3 Lot #5 and 1.90 acres in Tract #6, Lot #4 and 1.17 acres in Tract #6, Lot #3.

Parcel #41.

Situated in the Township of Portage County of Summit and State of Ohio and known as being part of Lot #8 Tract #6 in said Township.

Beginning at a point in the South line of said Lot #8, 63.65 feet Easterly on said lot line from a stone at the Southeast corner of 10 acres of land formerly owned by Patrick Latham; thence 0° 16′ East 477.2 feet to the North line of Lot #8 and center line of Tallmadge Avenue; thence North 88° 45′ East on said center line of Tallmadge Avenue 117 feet; thence South 0° 21′ West 478.3 feet to the South line of Lot #8; thence Westerly on said lot line to the place of beginning, containing 1.28 acres.

Parcel #42.

369 Situated in the Township of Portage, County of Summi and State of Ohio and known as part of Tract #6.

Beginning at a stone set at the Northwest corner of land formerl owned by Frederick Fouse; thence South 89° East 2 chains 3 links; thence South 1¼° East parallel with the West line 18 chain 73 links to the center of Glenwood Avenue; thence South 81° Wes along said center line 2 chains 40 links to a stone; thence North 1 East along West line of land formerly owned by Frederick Fouse 19 chains 14 links to the beginning, containing 4.50 acres being the same land conveyed to The Northern Ohio Power Company by Ed. D. Hoffman by deed recorded in Book 430, Page 472.

Parcel #43.

Situated in the Township of Portage, County of Summit and State of Ohio and known as being part of Tract #6 in said Township.

Beginning at a stone in the center of Glenwood Avenue, said stone being at the Northeast corner of land owned by Wil
370 liam Zellers in said tract; thence South 1° 25′ West 6.91 chains along the East line of Zeller's land to a stone thence South 88° 15′ East 3.09 chains to a stone; thence North 2¾° West 7.42 chains to a stone; thence South 81° 40′ West 2.58 chains to the place of beginning, containing 2.01 acres. Being the same land conveyed to The Northern Ohio Power Company by Ed. D. Hoffman by deed recorded in Book 430, Page 463.

Parcel #44.

Situated in the Township of Portage, County of Summit and State of Ohio and known as being Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, in the Lookout Park allotment as recorded in Plat Book 6, Page 61 of Summit County records of plats. Also lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, in the Akron Heights allotment as recorded in Plat Book 8, Page 38, Summit County Records of plats.

The above premises is the same as conveyed to The Northern Ohio Power Company by J. W. H. Myers (Trustee) by deed recorded in Book 430, Page 474.

371 Parcel #45.

Situated in the Township of Portage County of Summit and State of Ohio and known as,—

Beginning at the Southeast corner of Lot #16, Akron Heights allotment, as recorded in Plat Book 8, Page 38 Summit County Records of Plats; thence East along the South line of Lot #16, 130 feet; thence South at right angles to said last mentioned line to the Northeast corner of Lot #17 of the Akron Heights allotment,

thence Westerly along the North line of Lot #17 to the East line of Columbia Avenue; thence North to the place of beginning, being the same land as conveyed to The Northern Ohio Power Company by J. A. H. Myers, by deed recorded in Book 434, Page 115.

Parcel #46.

Situated in the Township of Portage, County of Summit and State of Ohio and known as being part of a 10.10 acre tract of land which was conveyed Dec. 1, 1903 by The Central Savings & Trust Co., Trustee to A. D. Alexander, by deed recorded in Book 350, Page 14, Summit County Records.

372 Beginning at the Southeast corner of Lot #17 of the Akron Heights allotment as surveyed in October 1903 by Ed. W. Paul surveyor, and recorded in Plat Book 8, Page 38 Summit County Records, said beginning point being also the Northeast corner of about mentioned 10.10 acres tract of land; thence South 1° 53′ West about 110 feet along the East line of said 10.10 acres tract of land, to a stake set at a corner of a 5.26 arces tract of land which was conveyed by A. D. Alexander to the Pittsburgh, Cleveland & Toledo Ry. Co., by deed recorded in Book 348, Page 2, Summit County Records; thence South 67° 23′ West 43 feet along a line of said 5.26 acres tract of land to a marked stone in the bottom of the Ravine; thence North 86° 39′ West 102.90 feet along a line of said 5.26 acres tract of land to a point in the center of the bridge and to a point in the East line of an 8.80 acre tract of land which was conveyed March 22, 1907 by A. D. Alexander to Clara Ott, be deed recorded in Book 350, Page 556, Summit County Records; thence North 3° 21′ East, about 108.00 feet along the center line of

373 said bridge to a point in the South end of Columbia Avenue in the above mentioned allotment; thence East along the South end of said Avenue to the Southeast Corner thereof; thence North 30 feet along the East line of said Avenue to the Southwest corner of said Lot #17; thence East 130.00 feet along the South line of said Lot #17 to the place of beginning and containing 0.33 acres, being the same land as conveyed by J. A. H. Myers to The Northern Ohio Power Company by deed, Recorded in Book 430, Page 475.

Parcel #47.

Situated in the Township of Portage, County of Summit and State of Ohio, and known as,—

Beginning at the Southwest corner of Lot #17 of The Akron Heights Allotment as recorded in Plat Book 8, Page 38; thence South on the East line of Columbia Avenue extended to the Right of Way of The Northern Ohio Traction and Light Co., thence West along the North line of the Right of Way of The Northern Ohio Traction & Light Company to the Point of Intersection of the North line of the Right of Way of The Northern Ohio Traction &

374 Light Company and the West line of Columbia Avenue extended; thence Northerly along a line parallel with the West

line of Columbia Avenue to the Southeast corner of Lot #119 in The Akron Heights Allotment; thence East to the place of beginning, being the same strip of land conveyed to The Northern Ohio Power Company by the Central Savings & Trust Company deed of which is recorded in Summit County records of deeds, Book 427, Page 486.

Parcel # 48.

Situated in the City of Akron and Township of Portage, County of Summit, and State of Ohio and known as part of Block 41 in the Perkins addition to Akron as recorded in Plat Book 1, Page 13 and part of Tract 6, Portage Township.

Beginning in the North line of North street at a point 199 feet North 73° 33′ West (by old survey) from the Southeast corner of a 10.58 acre trace of land conveyed by Henry B. Perkins to James Rogers by deed dated Jan. 24, 1888 and recorded in Book 160 Page 608.

Said beginning point being also the Southwest corner of
375 a 2.13 acre tract conveyed by James Rogers by deed recorded in Book 169, Page 372; thence along the West line of said James Rogers tract North 0° 44′ West 984.72 feet to the North line of said James Rogers Tract; thence South 88° 41′ West along said West line 141.73 feet to the Northeast corner of a 2.99 acre tract conveyed by James Rogers and wife to Mary Bevis by deed recorded in Book 203, Page 319, Summit County Records; thence South along Mary Bevis' East line 866 feet to an angle in said East line; thence at right angles to the North line of North street 70 feet to said North line thence south 72¾° East along said North line 167.9 feet to the place of beginning, containing 2.50 acres of which 2.04 acres are in said Block 41 and 46/100 are in said tract #6. Being the same land conveyed to The Northern Ohio Power Company by Anna E. and Robert Tryon deed of which is recorded in Book 430, Page 476.

Parcel #49.

Situated in the City of Akron, County of Summit and State
376 of Ohio and known as Lots #16. 17. 18. Block #38 Perkins addition as recorded in Plat Book 1, Page 71 of the Records of Summit County, Ohio. Subject to the Rights of the Cleveland Terminal & Valley Railway Company and The Baltimore & Ohio Railroad Company. Being the same premises as conveyed to The Northern Ohio Power Company by Martha D. Alexander by deed recorded in Book 446, Page 403, and all the estate, title
377 and interest of said Grantor in and to said premises.

To have and to hold, said premises with the appurtenances thereunto belonging to the said Grantee, its successors and assigns forever, subject, however, to all legal highways, and subject to the conditions herein contained and subject to all of the conditions and reservations recited in the original conveyances to said The Northern Ohio Power Company.

And the said Grantor, for itself and its successors hereby covenants with the said Grantee, its successors and assigns that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in manner aforesaid, and that the same are free and clear from all encumbrances except taxes and assessments, which the grantee assumes and agrees to pay and further that said Grantor will warrant and defend the same against all things and persons whatsoever.

In witness whereof, said The Northern Ohio Power Company has caused its corporate name to be subscribed and its corporate
378 seal to be affixed to these presents by its President and Secretary this 24th day of February in the year of Our Lord One Thousand nine hundred and fourteen.

[SEAL.] THE NORTHERN OHIO POWER COMPANY,
By CHARLES HOWLAND, *President.*
T. W. WAKEMAN, *Secretary.*

Signed, sealed and acknowledged in presence of—
C. F. MOORE.
J. E. WESENER, JR.

STATE OF OHIO,
Summit County, ss:

Before me, a Notary Public in and for said County, personally appeared Charles Howland and T. W. Wakeman, President and Secretary respectively of The Northern Ohio Power Company, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as President and Secretary respectively in behalf of said corporation, and by authority of its board of Directors and Stockholders, and that said instrument is the free act and deed of said The Northern Ohio Power Company.

In testimony whereof I have hereunto subscribed my name at Akron, Ohio, this 24th. day of February A. D. 1914.

[SEAL.] N. O. MATHER,
Notary Public.

379 Mr. Mather: We now offer in evidence the deed of The Northern Ohio Traction Company to The Northern Ohio Traction & Light Company dated the 29th day of December 1902. Recorded in Volume 287 at pages 36 to 65 of Summit County Records of deeds.

Mr. Frank: We object to that.

The Court: Objection overruled, it may be admitted.

Plaintiff excepts.

A true copy of said deed is hereto next annexed and made a part hereof at pages — to — hereof both inclusive.

380 No. 31723.

The Northern Ohio Traction Co.
to
Northern Ohio Traction & Light Co.

Whereas, on the 24th day of November 1902, the Vice President and Secretary of The Northern Ohio Traction Company, a corporation duly organized and existing under the laws of the State of Ohio acting pursuant to authority of the Board of Directors of said corporation, given at their meeting held at Cleveland Ohio, on the 24th day of November 1902, entered into a certain contract for the sale, transfer, and conveyance to The Northern Ohio Traction and Light Company, a corporation also duly organized and existing under the laws of the State of Ohio, of all of the railways, plants, properties, rights, franchises, and privileges of said The Northern Ohio Traction Company, so that the same should be taken over by said The Northern Ohio Traction & Light Company as a going concern, as of December 29" 1902, in consideration of said the Northern Ohio Traction and Light Company assuming all of the debts and liabilities of said The Northern Ohio Traction Company and in further consideration of the delivery to said The Northern Ohio Traction Company for the purpose of distribution among its stockholders of sixty thou-
sand (60,000) shares of the par value of $100.00 esach, ag-
381 gregating six million dollars, out of a total authorized issue of seventy five thousand (75,000) shares aggregating seven million, five hundred thousand dollars, of the full paid capital stock of the Northern Ohio Traction & Light Company, said stock to be distributed among the stockholders of said The Northern Ohio Traction Company, as follows: To its present common stock holders fifty thousand (50,000) shares aggregating at par five million dollars: To its present preferred stock holders ten thousand (10,000) shares aggregating at par one million dollars; and in further consideration of the delivery to said The Northern Ohio Traction Company out of an authorized issue by said The Northern Ohio Traction & Light Company of thirty year gold bonds, secured by a first consolidated mortgage or deed of trust upon all of its property, whether now owned or hereafter to be acquired aggregating seven million, five hundred thousand dollars of which one million dollars shall bear interest at the rate of five per cent per annum, payable semi-annually and the remaining six million, five hundred thousand dollars shall bear
interest at the rate of four per cent, per annum payable semi-
382 annually, bonds to be distributed among the stockholders of the Northern Ohio Traction Company, as follows; to its present common stock holders four per cent bonds to the amount of one million, two hundred and fifty thousand dollars; and to its present preferred stock holders five per cent bonds to the amount of one million dollars; and in further consideration of the setting apart of three million dollars, par value, of said four per cent bonds of said The Northern Ohio Traction & Light Company to be held and disposed of by the Trustee of the mortgage securing said bonds for

purpose of redeeming outstanding bonds of or upon the prop-
of said The Northern Ohio Traction Company; and in further
ideration of the sale by said The Northern Ohio Traction and
t Company of five hundred thousand dollars, par value, of its
bonds, and the use of the proceeds thereof, after paying all
nses connected with the bringing about of the sale aforesaid,
the expense of the organization of said The Northern Ohio
tion and Light Company plus the sum of $10,000.00 and the
payment of the floating debt of The Northern Ohio Traction
Company, in the making of improvements, additions, ex-
tensions and betterments to the property of The Northern
Traction and Light Company; and in further consideration
he reservation by said The Northern Ohio Traction and Light
pany of one million seven hundred and fifty thousand dollars,
value, of said 4 per cent bonds to be used for the purpose of
ing future betterments, improvements, additions, and exten-
s of the property of said The Northern Ohio Traction and Light
pany; and whereas, said contract provided that the deed of
veyance and transfer of said railroads, property, plants, rights,
chises and privileges, should be executed and delivered to The
thern Ohio Traction and Light Company upon the receipt by
Northern Ohio Traction Company of the aforesaid stock and
ds so to be delivered for distribution among its stock holders,
he receipt by said The Northern Ohio Traction Company of
d and sufficient orders for said stock upon the registrar & transfer
nt of the Northern Ohio Traction and Light Company; and a
good and sufficient order for said bonds on the Trustee of
the mortgage securing said bonds and the Vice President and
Secretary of said The Northern Ohio Traction Company were
horized and empowered to executed and deliver, such deed upon
terms aforesaid, upon the stock holders of said The Northern
io Traction Company assenting to said sale and convevance; and
ereas the stock holders of said The Northern Ohio Traction and
ht Company, at their meeting duly called and held at the City
Akron, Ohio, on the 29th. day of December, 1902, unanimously
ented to, ratified and approved the said contract of sale con-
ance and transfer above set forth, and authorized its officers to
ry out the same on the part of said Company; and whereas the
ckholders of The Northern Ohio Traction Company at their
eting duly called and held in the City of Akron, Ohio, on the
th. day of December, 1902, duly assented to, ratified and ap-
oved the said contract of sale, conveyance and transfer above set
th, and authorized the Vice President and Secretary of said
mpany, upon receipt of said stocks and bonds, or good and
fficient orders for said stock upon the registrar and transfer agent
of said The Northern Ohio Traction and Light Company and
5 a good and sufficient order upon the Trustee of the mortgage
securing said bonds, for the delivery of said bonds to The
rthern Ohio Traction Company to execute and deliver to said
ie Northern Ohio Traction and Light Company a good and
fficient deed of all the railways, plants, properties, rights, fran-

chises and privileges of said The Northern Ohio Traction Company, and to deliver immediate possession thereof; and, whereas The Northern Ohio Traction and Light Company has increased its authorized capital stock to seven million, five hundred thousand dollars, divided into shares of $100.00 each and has authorized its officers to issue its bonds to the amount hereinbefore set forth, and bearing interest as hereinbefore set forth, and to secure the payment of the same by a mortgage or deed of trust, to The Saving and Trust Company of Cleveland Ohio, as Trustee, upon all its property, rights, franchises and privileges whether now owned or hereafter to be acquired; and, whereas, the officers of said The Northern Ohio Traction and Light Company have executed and delivered said mortgage in due form of law, providing for
386 all of the matters and things hereinabove set forth, required to be provided for in said mortgage or deed of trust; and, whereas, the Vice President and Secretary of The Northern Ohio Traction and Light Company have executed and delivered to the President and Secretary of The Northern Ohio Traction Company a good and sufficient order upon The Savings and Trust Company of Cleveland, Ohio, as transfer agent for said The Northern Ohio Traction and Light Company, and upon the Western Reserve Trust Company of Cleveland, Ohio, as registrar of the stock of said The Northern Ohio Traction and Light Company, directing the delivery to The Northern Ohio Traction Company or its order of said six million dollars of capital stock of said The Northern Ohio Traction and Light Company, and have also executed and delivered to The Northern Ohio Traction Company, a good and sufficient order upon the Savings and Trust Company as Trustee, under said mortgage or deed of trust securing said bonds directing the certification and delivery to The Northern Ohio Traction Company or on its order, of said one million, two hundred and fifty thousand dollars, par value of said 4 per cent bonds and one million dollars par
387 value of said 5 per cent bonds.

Now therefore, Know all men by these presents; that, in consideration of the premises and of the said bonds and stocks, and of the sum of one dollar, received to the full satisfaction of The Northern Ohio Traction Company, the grantor, from The Northern Ohio Traction and Light Company, the grantee, the said grantor has given, granted, bargained, sold, assigned transferred conveyed and set over, and by these presents does give grant, bargain, sell, assign transfer and convey and set over, unto The Northern Ohio Traction and Light Company its successors and assigns forever all and singular the following described property, rights franchises and privileges to wit: Parcel number one. Situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio, and known as being a part of original Lot No. 2 in the Township of Stow, and bounded and described as follows; beginning at a point upon the north line of North street in said Village, at the intersection of the westerly line of Second street, thence north 46 degrees 30 minutes

east parallel to the center line of Front street to lands of Wm. J. Allen, thence south 34 degrees 40 minutes east sixty-six and eighty-eight one hundredths (66.88) feet, thence th 46 degrees 30 minutes west parallel to the first mentioned line a point on the northerly line of North street, which would be intersection of the easterly line of Second street prolonged, nce along the northerly line of North street sixty-six (66) feet he place of beginning, be the same more or less containing sixty ee (63) one hundredths of an acre of land. Parcel Number two. uated in the Village of Cuyahoga Falls, County of Summit and te of Ohio, and known as being a strip of land sixty six (66) wide across lands of grantors and bounded and described as ows; beginning at a point on the southwest line of land owned grantors and the northwesterly line of land owned by grantors the northwesterly line of land owned by R. W. Harrington others, said point upon said line being north 34 degrees 15 utes west three hundred and sixty seven and seventy eight one dredths (367.78) feet from the center line of Front street, thence 46 degrees 30 minutes east two hundred and eighty two and ninety eight one hundredths (282.98) feet; thence north 45 degrees 10 minutes west sixty six feet (66); thence th 46 degrees 30 minutes west two hundred and seventy six and nty five one hundredths (276.85) feet to a point on the said erly line of said Harrington's land; thence south 34 degrees 15 utes east along said line of Harrington's land sixty-six and nty seven one-hundredths (66.87) feet to the place of beginning, taining four hundred and eighteen thousandths (.418) of an acre and. Conveying herein a strip of land sixty-six (66) feet wide, center line of which is twenty four (24) rods from the center of Front street measured at right angles thereto. Parcel Number ee. Situated in the Village of Cuyahoga Falls, County of Sum-, and State of Ohio, and known as being a strip of land sixty-(66) feet wide across the lands of grantor in Lot No. 12 and No. 2 in the original Township of Stow, and bounded and de-bed as follows; beginning at a point on the northerly line of land owned by W. J. Allen, in said lots north 45 degrees 10 minutes west three hundred and sixty three and ten one hundredths (363.10) feet from the center line of Front street nce north 46 degrees 30 minutes east three hundred and twelve eighty nine one hundredths (312.89) feet to lands of Emma dsworth thence north 50 degrees 35 minutes west sixty and fifty one-hundredths (66.55) feet; thence south 46 degrees 30 minutes t to a point on the line of land owned by said W. J. Allen sixty (66) feet from the place of beginning; thence south 45 degrees minutes east sixty six (66) feet to the place of beginning, con-ing four hundred and seventy three one thousandths of an acre and (.473) of which thirty one thousands of an acre (.031) is aid lot No. 12, and four hundred and forty two thousandths of acre (.442) is in said lot No. 2 conveying herein a strip of d sixty six (66) feet wide, the center line of which is twenty four) rods from the center line of Front street, measured at right

angles thereto. Parcel Number four. Situated in the Village of Cuyahoga Falls County of Summit, State of Ohio, and known as being a strip of land sixty six (66) feet wide, lying on Front street and the Bailey Road in said Village and bounded and de-
391 scribed as follows; beginning at a point on the south line of land owned by grantors, and on the northerly line of land owned by Fred J. Gilbert distant from the center line of Front street north 50 degrees 35 minutes west three hundred and sixty five and seventy nine one hundredths (365.79) feet on said grantors south line, thence from said point on same line continued sixty six and fifty five one hundredths (66.55) feet, thence north 46 degrees 30 minutes five hundred and twenty eight and sixty five one hundredths (528.65) feet to the center of the Bailey Road thence south 52 degrees 54 minutes along the center of said Bailey Road to land owned by heirs of John T. Ream, deceased, thence south 37 degrees 6 minutes west sixty six and eight tenths (66.8) feet to a point sixty six (66) feet from the above five hundred and twenty eight and sixty-five one hundredths (528.65) feet line; thence south 46 degrees 30 minutes west on a line parallel to and sixty six (66) feet from the said second line herein described to the place of beginning, containing eight hundred and ten one thousandths acres
392 of land (.810) be the same more or less. Conveying herein a strip of land sixty six (66) feet wide, the center line of which is twenty four (24) rods from the center line of Front street, measured at right angles.

Parcel Number five. Situated in the Village of Cuyahoga Falls County of Summit and State of Ohio and known as beginning on the easterly side of the Bailey Road in Lot (12) twelve at a point three hundred and fifty seven and ninety two one hundredths (357.92) feet from the west side of Front street, thence north 52 degrees 54 minutes west sixty six and eighty nine one hundredths (66.89) feet along the side of the Bailey Road, thence north 44½ degrees east on a line parallel to Front street one hundred and ninety four and five tenth- (194.5) feet to land owned by said Traction Company, thence south 32 degrees 54 minutes east along line of said railroad land sixty six and eighty nine one-hundredths (66.89) feet, thence south 44½ degrees east parallel to Front street one hundred and ninety four and one five tenths (194.5) feet to place of beginning and contains twenty nine one hundredths of an acre (29) be the same more or less.

393 Parcel Number six: Situated in the Village of Cuyahoga Falls, County of Summit and State of Ohio, and known as being a part of Lot No. 12 beginning at a stone in the western line of Cuyahoga Falls and Stow Corners Road, which is also the center of Hudson Road, thence north 23¼ degrees west in the center of said Cuyahoga Falls and Hudson Road eight (8) links, thence south 45½ degrees west on line of land formerly owned by Arad Osborne three (3) chains and forty (40) links, thence on said Osborne line 56½ degrees west ninety eight (98) links to a stone marked "B," thence south 36 degrees west on Bailey's line seven (7) chains and ninety one (91) links to a hard stone marked "B" thence on the

rtherly line of the old Stow Road (Bailey's Road) south 55 de-
ees east four (4) chains and ninety (90) links, thence north 44½
grees east on the line of land heretofore belonging to Isadore Hazel
ree (3) chains and thirty (30) links, thence south 43¼ degrees on
d Hazel's line two (2) chains and sixty eight (68) links, thence
on the westerly line of the Cuyahoga Falls and Stow Corners
4 Road north 44½ degrees four (4) chains and forty two (42)
links to the beginning and containing six and fifty two one
ndredths acres of land (6.52) Excepting however from the above
scribed premises one and fifty one hundredths acres of land
.50) conveyed by Nelson S. Porter and wife to John F. Ream by
ed dated September 24th. 1873, and to which reference is made for
more perfect description of said exception. Excepting also from
e above described premises a right of way deed by P. J. Lee
d wife to the Akron Branch of the Cleveland and Pittsburg Rail-
ad of a strip twenty (20) feet wide, each side of the located track
ater. Also excepting from the above a small piece of land lying
t of the railroad and hereto-fore sold to St. Claire Steel.

Parcel Number seven: Situated in the Village of Cuyahoga Falls,
unty of Summit, and State of Ohio, and known as being a part of
ginal lot No. 12 in Stow Township in said County, beginning at
point in the center of the Hudson Road at the Old Village, in
said Village of Cuyahoga Falls four hundred and sixty four
5 and thirteen one hundredths (464.13) feet from the center
of Front street, at the intersection of the said Hudson Road
d said Front street, thence north 44½ degrees east on a line
rallel to Front street three hundred and fifteen (315) feet to land
The Cleveland, Akron and Columbus Railroad Company; thence
uth 14 degrees west along the westerly line of the land of the said
e Cleveland Akron and Columbus Railroad Company to a point
enough to be sixty six (66) feet from the last mentioned line at
ght angles from the same, thence southerly parallel to and sixty
(66) feet from said first mentioned line measured at right
gles to the center of the Hudson Road; thence north 23¾ de-
ees west seventy one and forty three one hundredths (71.43) feet
ng the center of the said Hudson Road to the place of beginning,
ntaining forty one hundredths acres of land (.41) be the same
re or less.

Parcel Number 8. Situated in the Village of Cuyahoga Falls,
unty of Summit and State of Ohio, and known as being part of
Lot No. 12 formerly in Stow Township, and bounded and de-
6 scribed as follows; beginning at a point upon the easterly line
of lands owned by the Cleveland Akron and Columbus Rail-
ad Company in said lot. Said point also being the point where
e line between lands of Sarah J. Steel and V. F. Wagner intersects
d lands of The Cleveland, Akron and Columbus Railroad Com-
ny. Thence south 16 degrees 45 minutes west along lands owned
said The Cleveland, Akron and Columbus Railroad Company
o hundred and seventy five and seven tenths (275.7) feet; Thence
rth 46 degrees 30′ East forty six and five tenths (46.5) feet;
ence north 16 degrees 45 minutes east two hundred and sixteen

(216 feet to lands of V. F. Wagner; thence north 35 degrees 45 minutes west along line between said Wagner and said Sarah J. Steel thirty one and one half (31½) feet to place of beginning and containing fourteen one hundredths of an acre (.14) of land be the same more or less.

Parcel Number nine. Situated in the Village of Cuyahoga Falls, County of Summit, and State of Ohio, and known as being a part of lot No. 12 formerly in Stow Township, beginning at a point in said lot upon the line between the land of Sarah J. Steel and V.
397 F. Wagner, said point being twenty five (25) feet from the easterly line of the lands of The Cleveland, Akron and Columbus Railroad Company when measured at right angles to said Company's line; thence north 17½ degrees east parallel to said easterly line of the land owned by the said Traction Company and twenty five (25) feet therefrom six hundred and seventy nine and sixty six (679.66) feet; thence northeasterly upon an eight degree curve seven hundred and forty five (745) feet to a point on the east line of lot No. 11 and twenty five and seventy one-hundredths (25.70) feet south from the northeast corner of said lot, thence north on lot line between lots Nos. 12 and 13 twenty five and seventy one hundredths (25.70) feet; thence southwesterly upon an eight degree curve seven hundred and forty five (745) feet to land owned by The Cleveland, Akron and Columbus Railroad Company; thence along line of land owned by said Company six hundred and seventy nine and sixty six one hundredths (679.66) feet to line of land owned by Sarah J. Steel; thence along the line of land owned
398 by said Sarah J. Steel to the place of beginning. Said described land being a strip of land twenty five (25) feet wide and contains eighty one-hundredths (.80) of an acre of land be the same more or less.

Parcel No. 10. Situated in the Township of Stow County of Summit and State of Ohio and known as being parts of lots Nos. 13 and 23 in said Township, and is bounded as follows; beginning at a point on the north and south center line of said Lot No. 23, where it intersects the south line of said No. 23, which point is the corner of lands owned by R. H. Lodge and of Lucy J. Cutler and others, thence west on lot line eleven hundred and seven and eighty four one-hundredths (1107.84) feet; thence upon an eight degree curve in the southwesterly direction one hundred and ninety four (194) feet to a point on the west line of lot No. 13, twenty five and seventy one-hundredths (25.70) feet from the northwest corner of said Lot No. 13, thence north on lot line thirty and seventy one hundredths (30.70) feet, thence northeasterly on an eight degree curve and on a line thirty (30) feet distant from first de-
399 scribed line one hundred and ninety four (194) feet; thence easterly parallel to the south line of said Lot No. 23 and thirty (30) feet from the said line eleven hundred and seven and eighty four one-hundredths (1107.84) feet to a point on the north and south center line of said Lot No. 23 thirty (30) feet from the southeast corner of said lot; thence south on lot line thirty (30) feet to the place of beginning, and being a strip of land thirty (30)

t wide across the lands of said grantors and contains eight hundred
d twenty seven one-thousandths of an acre (.827) in said lot No.
and seven one hundredths of an acre (.07) in Lot No. 13 be the
ne more or less.

Parcel Number eleven. Situated in the Township of Stow, County
Summit, and State of Ohio, and known as being a right of way
oss lands of R. L. Lodge in said Township of Stow. Said right of
y being a strip of land twelve (12) feet wide across lands of said
dge to a point distant four hundred (400) feet from the north-
st corner of Lot No. 14 in said Township, from which said point
said right of way is to be twenty four feet wide extending four
0 hundred (400) feet to the corner of said lot No. 14. Said
right of way to be used for railroad purposes forever, and is
re particularly described and set forth in a conveyance made by
d R. H. Lodge and wife to The Akron Bedford and Cleveland
ilroad Company, dated Dec. 26th. 1894, and recorded in the
ords of Summit County, Ohio, Volume 76, page 629, to which said
ord reference is hereby made for a more particular description.

Parcel Number 12. Being known as lands purchased from O. R.
ompson and described as follows; Situated in the Township of
w, County of Summit, and State of Ohio, and known as being
t of lot No. 42 in said Township and bounded and described as
lows; beginning upon the south line of the lands of grantor and
north line of the lands of S. A. Gilbert in said lot, at a point five
ndred and ninety three and one half (593½) feet easterly from
center of the Hudson Road measured along said Gilbert's and
ompson's line; thence northerly upon a 4 degree curve as con-
tinued from the south ninety four (94) feet; thence north
1 four (4) degrees west twelve hundred and seventeen (1217)
feet to a point on the line of lands owned by Henderson Steel
d the north line of the land owned by said grantor. Said point
ng four hundred and forty seven and one half (447½) feet
terly from the center of the Hudson Road measured along said
e between said Steel and Thompson. The line above described
ng the center line of a right of way across the lands of grantors,
d right of way being a strip of land thirty (30) feet wide and
ng fifteen (15) feet wide upon each side of said center line across
lands of said grantor and containing nine hundred and three
-thousandths of an acre of land (.903) be the same more or less.

Parcel Number thirteen. Known as land purchased from Hender-
Steel and bounded and described as follows; Situated in the
wnship of Stow, County of Summit and State of Ohio, and known
being in lot No. — in said Township and beginning at a point
the south line of grantors land in said lot, and upon the north
line of land owned by O. R. Thompson in said lot, said point
2 being four hundred and forty seven and one half (447½)
feet east of the center of the Hudson Road measured along
d dividing line between said Steel and Thompson; thence north
ır degrees west seven hundred and forty seven and one half
47½) feet to the line of lands now owned by the heirs of V. M.
ompson. Said line being also the north line of lands owned by

grantor to a point upon said dividing line two hundred and eighty six and six tenths (286.6) feet east of the center line of said Hudson Road. The line above described being the center line of a right of way across lands of grantor. Said right of way, being a strip of land thirty feet (30) wide and lying fifteen (15) feet wide upon each side of said center line across the lands of said grantors, and contains five hundred and fourteen thousandths of an acre (.514) be the same more or less.

Parcel Number fourteen. Situated in the Township of Stow, County of Summit and State of Ohio, and known as being a part of lot No. 62 in said Township. Beginning at the center of the highway at the southwest corner of said lot No. 62 in said Stow
403 Township. Thence east along center of highway upon lot line between lots nos. 62 and 52 in said Township thirty (30) feet; thence north parallel to lot line No. 62 thirteen hundred and fifty (1350) feet; thence east at right angles to said lot line fifty (50) feet; thence north parallel to said lot line seven hundred (700) feet; thence west fifty (50) feet; thence north parallel to said lot line of lot No. 62 to lands of R. H. Allen on south line of lot No. 72 in said Township; thence west on lot line of said lot No. 72 thirty (30) feet to the west line of said lot No. 62; thence south of said lot line twenty six hundred and five (2605) feet to the southwest corner of said lot and to the place of beginning containing two and forty eight one hundredths acres of land (2.48) be the same more or less.

Parcel Number 15. Situated in the State of Ohio, County of Summit, and Township of Stow and known as being a part of lot No. 52 in said Township, bounded and described as follows; beginning at a point in the center of the road leading from Cuyahoga Falls to Hudson and known as the Diagonal or Payne Road said point being upon the dividing line between lands belonging to the heirs of V.
M. Thompson and lands of R. H. Allen in said lot No. 52;
404 thence south 29 degrees west along road center one hundred and twenty eight feet (128) thence north 3 degrees and 11 minutes west to a point on line of said Allen and Thompson's line one hundred and fifty five (155) feet to a point eighty five (85) feet from the place of beginning; thence along said line of Allen and Thompson south 57 degrees east eighty five (85) feet to place of beginning, and contains one hundred and twenty five one thousandths of an acre (.125) be the same more or less.

Parcel Number Sixteen. Situated in the Township of Stow in the County of Summit and the State of Ohio, and known as being a part of lot No. 82 in said Township, and beginning at a point upon the south line of land now owned by W. Calkins in said lot No. 82 said point being distant from the west line of said lot No. 82 eight hundred and six (806) feet measured along the south line of land owned by said Calkins thence south 6 degrees 49 minutes west four hundred and fifty four and one tenths (454.1) feet; thence southwesterly upon a four degree curve for each one hundred feet for six hundred and ninety two (692) feet; thence south 34 degrees 30

minutes west two hundred and sixty eight and one tenth
405 (268.1) feet to a point on the south line of said lot No. 82, distant four hundred and eight and six tenths (408.6) feet from the southwest corner of said lot No. 82. The line above and herein described being the center line of the right of way of said railroad company, as established staked out and surveyed. Said right of way being a strip of land sixty (60) feet in width for the first seven hundred (700) feet of the above description and a strip fifty (50) feet in width from the remaining distance set forth in the above description and containing one and seventy eight one hundredths (1.78) acres of land be the same more or less.

Parcel Number Seventeen. Situated in the Township of Stow, County of Summit and State of Ohio, and known as being a part of lot No. 82 in said Township, and beginning in the east and west road, on the north line of said Township of Stow, and on the north line of said Lot No. 82 at a point where the Clerking Road in Hudson Township intersects said east and west road; thence southwesterly from said point upon a four degree curve for a distance of two
406 hundred and seventy (270) feet; thence south 5 degrees 30 minutes west to the north line of lands owned by A. H. Allen, in said lot No. 82 said point of intersection of Allen's said line being distant from the west line of said lot No. 82 eight hundred and six (806) feet. The amount of land herein conveyed being a strip of land thirty (30) feet wide from said place of beginning to a point within four hundred and fifty (450) feet of the intersection of said line with said Allen's north line and sixty (60) feet wide from the end of said thirty (30) foot strip for said distance of four hundred and fifty (450) feet to said point upon said Allen's north line. The first line herein described being a center line, running through the center of said strip containing one and twenty one one-hundredths (1.21) acres of land be the same being more or less.

Parcel number eighteen. Also another parcel of land situated in the State of Ohio, County of Summit and Township of Stow, and known as being a part of lot No. 72 in said Township, and bounded and described as follows: commencing upon a point upon the south line of said lot No. 72, fifteen (15) feet from the southwest
407 corner of said lot; thence north parallel to the west line of said lot and fifteen (15) feet therefrom seventeen hundred and fifty one (1751) feet; thence northeast upon a six degree curve five hundred and forty four and six tenths (544.6) feet; thence north 26.5 degrees east four hundred and twenty one (421) feet to a point on the north line of said lot, which point is four hundred and eight and six tenths (408.6) feet from the northwest corner thereof. The line above described being the center line of the right of way and strip of land herein described. Said strip of land being twenty five (25) feet in width upon the east side of said center line for the whole distance across lands of said Allen, and twenty five (25) feet in width on the west side of said center line until it intersects the west line of said lot No. 72 and thence diminishing in width to a point seventeen hundred and fifty one (1751) feet from the south line of said lot No. 72, and thence south for said distance of seventeen hundred and

fifty one (1751) feet to the south line of said lot No. 72; it is fifteen (15) feet wide and contains two and sixty two one hundredths
408 (2.62) acres of land be the same more or less.

Parcel Number nineteen. Situated in the State of Ohio, County of Cuyahoga, and Village of Bedford, and known as beginning in the west line of lot No. 57 in said Township of Bedford, at a point distant north 127.3 feet from the northeast line of Plank Road; thence north 45 degrees 15 minutes east 175.27 feet; thence north 61 degrees 25 minutes west 56.1 feet; thence north 42 degrees west one hundred and four (104) feet to lot line; thence south one degree east 227.48 feet to place of beginning.

Also another parcel of land known as being part of lots 32, 33 and 34 of Langmore's subdivision of lot No. 56 in the Township or village of Bedford, and bounded and described as follows: beginning on the easterly line of said lot No. 34, ninety two (92) feet north 45 degrees 15 minutes east from the north side of Plank Road; thence north one degree west along lot line between lots 56 and 57 two hundred and twenty seven and forty eight hundredths (227.48) feet to the northerly line of said lot No. 32; thence north-
409 westerly along rear of said lot No. 32 twenty five (25) feet; thence south 2½ degrees east two hundred and forty three (243) feet to the place of beginning, said last described line twenty (20) feet westerly from the center line measured at right angles of the Akron, Bedford and Cleveland Railroad track as now staked and located.

Parcel number twenty. Situated in the Village of Bedford, County of Cuyahoga, and State of Ohio, and known as being a part of original lot No. 57 in the Township of Bedford, and known as being a strip of land twenty eight (28) feet wide, twelve (12) feet on the west side, and sixteen (16) feet on the east side of the center line of the track of said grantee, as now surveyed; the center of said track begins at a point in the easterly line of the Plank Road nineteen and nine tenths (19.9) feet from the intersection of the lot line with the said easterly line of said Plank Road; thence north six and one half degrees east thirty two and seven tenths (32.7) feet to a point in the easterly line of sub lot No. 35 and twenty five and two tenths (25.2) feet from the easterly side of said Plank Road; thence north
410 two degrees east, one hundred and thirty one (131) feet to a point on the line between Schwinn and the grantors one hundred and twenty and two tenths (120.2) feet from the side of said Plank road, containing (.1) of an acre of land be the same more or less.

Parcel number twenty one. Situated in the Village of Bedford County of Cuyahoga, and State of Ohio, and known as beginning in the center of Main street two hundred and sixty eight and one half (268½) feet north thirty nine and one half degrees west from a stone monument in the street center and upon the old corporation line; thence at right angles to Main street south 50½ degrees west one hundred and ninety two (192) feet to high water mark of Tinkers Creek; thence south 49 degrees 30 minutes east along high water mark two hundred and six and five tenths (206.5) feet; thence

orth 50½ degrees east one hundred and fifty four and seven tenths
154.7) feet to center of Main street; thence north 39½ degrees west
n street center two hundred and two and five tenths (202.5) feet to
beginning containing seventy eight one hundredths (.78)
11 acres of land, be the same more or less.

Also another piece of land situated in said Village, County
nd State, and known as beginning in the center of Main street sixty
ix (66) feet north 39½ degrees west from a stone monument in the
treet center, and upon the old corporation line; thence at right
ngles to the center of Main street south 50½ degrees west one hun-
red and fifty four and seven tenths (154.7) feet to high water
nark, on right bank of Tinkers Creek; thence south 50 degrees 33
ninutes east along high water mark one hundred and twenty nine
nd two tenths (129.2) feet to stake; thence south 67 degrees 33
ninutes east along high water mark twenty eight and two tenths
28.2) feet; thence north 2 degrees 40 minutes west parallel to
angent line of The Akron, Bedford and Cleveland Railroad and
wenty five (25) feet therefrom to beginning, containing twenty nine
ne hundredths (.29) of an acre, be the same more or less, and being
he same premises conveyed to Guy Gray by Frank W. Landfear and
ife, by war-anty deed, recorded in Vol. 584, page 320, Records of
Deeds, Cuyahoga County Ohio. Also the following easement;
12 the right to construct one or two abutments as at present lo-
cated, between high water mark and low water mark on the
orthery or right bank of Tinkers Creek, and the right to extend
hrough the air across said Tinkers Creek to its southerly or left side
o an abutment there located such iron and steel stringers or spans
nd other materials as may be necessary to construct a bridge across
aid stream not to exceed twenty five (25) feet in width.

Parcel number twenty two. Situated in the City of Akron, County
f Summit and State of Ohio and known as the rear parts of lots
Nos. one (1) two (2) Three (3) and four (4) in Block fifteen (15),
n King's subdivision in said City of Akron, more particularly de-
cribed as follows: All of lot one (1) two (2) three (3) and four
4) as above named, lying west of a line extending from the north
oundary of said lot one (1) one hundred and sixty six and six
enths (166.6) feet westerly from the northeast corner thereof to the
outh boundary of said lot four (4) ninety two (92) feet westerly
from the southeast corner thereof containing about forty three
13 thousand four hundred (43,400) square feet; subject how-
ever to the right of The Cleveland Railroad Construction and
Equipment Company, contained in its deed dated August 28, 1888,
o forever have the railroad tracks now located upon said east portion
upported either by the present sloping embankment at the east side
f the premises above described, or by some adequate artificial sup-
ort erected and maintained at the expense of The Akron Street
Railway and Illuminating Company, its successors or assigns.

Parcel number twenty three. Situated in the City of Akron,
County of Summit, State of Ohio, and known as lot number four
(4), in Solomon Bares' Allotment in track eight (8) in what was
Portage Township, which allotment, made by T. Dwight Paul, and

recorded in Summit County Records Plat Book 3 page 1 on Dec. 2nd, 1874.

Parcel number twenty four. Situated in the Township of Portage, County of Summit and State of Ohio, and known as part of lot number one (1) in tract number eight (8) further described as
414 follows: beginning at a point in the west line of lot number four (4) of Solomon Bare's Addition to the City of Akron, which beginning point is forty eight (48) feet north of the southwest corner of said lot number four (4) and the north line of Wooster Avenue; thence along the west line of said lot number four (4), a distance of one hundred and twelve (112) feet to the northwest corner of said lot number four (4); thence in a continuation of the north line of said lot number four (4), south sixty nine and three fourths degrees west, twenty eight (28) feet; thence south fourteen and one half degrees east, one hundred and five and sixty three one hundredths (105.63) feet to the place of beginning and containing sixty seven one hundredths (.67) of an acre of land.

Parcel number twenty-five. Situated in the Township of Coventry County of Summit, and State of Ohio, and known as being a part of lot number two, in Miller and Long's subdivision of part of lot No. twenty (20), in tract nine (9) in said Township, as surveyed and platted by Hosea Paul Deputy County Surveyer in March
415 1871, and recorded in Summit County Records Plat Book 2, page 54, more particularly described as follows: beginning at the southeast corner of said lot number two (2) in Miller and Long's subdivision of part of lot number twenty (20) in tract nine (9); thence north along the east line of said lot number two (2), one hundred and ten (110) feet; thence west and at right angles with the east line of said lot number two (2), one hundred and forty (140) feet; thence north and parallel to the east line of said lot number two (2) eighty two and one half (82½) feet; thence west along the north line of said lot number two (2) one hundred and twenty four (124) feet, to the northwest corner of said lot number two (2); thence south along the west line of said lot number two (2), one hundred and ninety three and one half (193½) feet; thence east along the south line of said lot number two (2), two hundred and sixty four (264) feet to the place of beginning. This grant presumes that the south line of lot number two (2) is the center of Miller Avenue, and a strip (30) thirty feet wide is reserved
416 off the south side of this grant for Miller Avenue, and the east line of said lot number two (2) is presumed to be the west line of Main street.

Parcel number twenty six. Situated in the City of Akron (formerly in the Township of Coventry) County of Summit and State of Ohio, and known as being the whole of lots numbers two (2) and four (4) in a subdivision of part of lot number thirteen (13) in tract nine (9) in said Township, made for Putt and Day, and recorded in Summit County Records Plat Book 3, page 9, and also a part of lot number five (5), in said subdivision described as follows: beginning at the southeast corner of said lot number five (5); thence westerly along the north line of said lot to the southwest corner of

said lot number two (2) a distance of two hundred and twenty one (221) feet; thence southerly in a continuation of the west line of said lot number two (2) three (3) feet; thence easterly, parallel to the north line of said lot number five (5) to the west line of Main street; thence northerly along the west line of Main street to the place of beginning.

417 Parcel number twenty seven. Situated in the City of Akron, County of Summit and State of Ohio, and known as being lots numbers six (6) and seven (7), in Block number sixteen of King's addition to Akron, as the same was surveyed and numbered by Albert G. Mallison said lot number six (6) being subject to right of The Akron Canal & Hydraulic Co. and the owners of the mills that are propelled by the waters of the Cascade Race so called, to convey across said lot by free and unobstructed raceway, all waters by it or them conveyed through its race to said lot, both by main or head race and by tail race excepting and reserving however so much of said lot number six (6) as will be necessary and required for the construction and maintainance of a single track railway across said premises. Also excepting and reserving from said lot number seven (7) the privilege of conducting all or any part of the waters of the Cascade Mill Race through or across any part of said lot, but doing no unnecessary damage, and all the rights of the State of Ohio for canal purposes. Also excepting and reserving a small strip off the east end of said lot number seven (7) heretofore deeded

418 to the Valley Railway Company; and said lot number seven (7) is subject to a certain party wall contract between the Citizens Electric Light Company and said The Valley Railway Company dated September 1st, 1888.

Parcel number twenty eight. Situated in the Township of Hudson, County of Summit, State of Ohio, and known as being part of lot 2 and described as follows: beginning at a point on the Township line and on the center line of the road running northerly through lot 2; thence north 20 degrees west along the center line of said road 1445 feet; thence south 42 degrees 20 minutes east, along the prolongation of the north line of a road running northwesterly 176 feet; thence south 20 degrees east along a line parallel to the center of said road and 70 feet therefrom 977.25 feet; thence south 12 degrees, 17 minutes east 327 feet to the center of the Township Road; thence westerly along the center of the Township Road 30.5 feet to place of beginning. Contains 2.22 acres of land. Also; beginning at the south-

419 west corner of said lot 2 in said Township of Hudson and running south along lot line 63 feet to Station 1; thence southerly along a curve having a radius of 971 feet (which curve is concentric with and fifteen feet from the center of the Northern Ohio Traction Company track) 345 feet to Station 2; thence south 19 degrees 20 minutes east, 1085 feet to Station 3; thence south 42 degrees 20 minutes east along a prolongation of the north line of a road running northwesterly 103.75 feet to Station 4; thence north 20 degrees west, 1185 feet to Station 5; which is opposite Station 2, and is 5630 feet at right angles therefrom; thence northerly along a curve having a radius of 1885 feet and concentric with and

25 feet from the new located line of The Northern Ohio Traction Company 365 feet to Station 6; thence west along lot line 127.10 feet to beginning and contains 2 acres of land.

Parcel number twenty nine. Situated in the Township of Hudson, County of Summit, State of Ohio, and known as being a part of lot 12, and described as follows: 1. Beginning at the southwest
420 corner of said lot 12; thence northerly along the west line of said lot 512 feet; thence easterly at right angles to said west line 60 feet; thence southerly along a curve having a radius of 1940 feet and concentric with and thirty feet from the new located line of The Northern Ohio Traction Company to the south line of lot 12; thence westerly along south line of lot 12, 118 feet to beginning and contains 1.38 acres of land. 2. Also a part of lot 12, beginning at a point in the line of said lot, 512 feet north from the southwest corner thereof thence northerly along west line of said lot 12, 2245 feet to the north line of Thompson's and south line of F. A. Holcomb; thence east 60 feet; thence southerly parallel to and 60 feet east of west line of lot #12, 2245 feet; thence west at right angles to said parallel line, 60 feet to beginning conveying a strip of 60 feet in width along lot line and contains 3.09 acres of land.

Parcel number thirty. Situated in the Township of Hudson, County of Summit and State of Ohio, and known as being part of lot- 11 and 21 and bounded and described as follows: be-
421 ginning on the east line of lot 21 and in the center of the highway running through said lot; thence northwesterly along said road center about 301 feet to a point in a curve having a radius of 1940 feet, and concentric with the new located line of The Northern Ohio Traction Company and 30 feet therefrom; thence in a southeasterly direction along a curved line having a radius of 1800 feet, and concentric with and 30 feet westerly from the new located line of The Northern Ohio Traction Company about 1020 feet to east line of lot 11; thence north on east line of said lots 11 and 21, 827.50 feet to beginning and contains .37 acres in lot 11, and 1.49 acres in lot 21.

Parcel number thirty one. Situated in the Township of Hudson, County of Summit, and State of Ohio and known as being a part of lot 21 and described as follows: being a strip of land 60 feet wide, extending across grantor's farm from the center of the highway running along grantors south line to north line of his farm.
422 The center line of said strip of land is the new located line of The Northern Ohio Traction Company. Said strip being 30 feet on each side of said located line. Said center line begins at a point 251 feet westerly from east line of lot 21, measured along the center of the highway; thence northwesterly along a curve having a radius of 1910 feet, a distance of 285 feet; thence north 37 degrees 30 feet west, 2498 feet to the north line of lot 21, and contains 3.84 acres of land.

Parcel number thirty two. Situated in the Township of Hudson, County of Summit, State of Ohio, and known as being part of lot 31 in said Township, bounded as follows: beginning on the south line of lot 31 at the southwest corner of grantor's land; thence north

ong the east line of Conway's land 145 feet; thence in a southerly
rection on a line 40 feet distant from and parallel to the center
ne of the new located right of way of The Northern Ohio Traction
ompany, to the south line of said lot 31, 208 feet; thence westerly
ong the south line of said lot, 130 feet to beginning and contains
22 of an acre of land.

Parcel number thirty three. Situated in the Township of Boston
and Hudson, County of Summit, State of Ohio and known
23 as: 1. Being part of lot 31, in Hudson Township, and is a
strip of land 60 feet wide, the center line of which is the new
cated line of The Northern Ohio Traction Company, said located
ne across Conway's east line at a point 100 feet north of south line
lot 31, and 783 feet east of the west line of said Township and runs
orth 37 degrees 30 minutes, west 1266 feet to the west line of said
ownship and contains 1.75 acres.

2. Being part of lot 6, Boston Township and described as follows:
eginning at a point on the south line of the school lot, 99 feet at
ght angles from the center of the Hudson and Peninsula Road, and
) feet at right angles easterly from the center of the State Road;
ence south 26 degrees 47 minutes east along the east line of the
ate road 322 feet; thence south 37 degrees 30 minutes east parallel
and 30 feet at right angles westerly from the center line of the
orthern Ohio Traction Company's new located line about 1425
et to the east line of said Township; thence north along Township
ne 98 feet; thence north 37 degrees 30 minutes west about 1250
feet, along a line parallel to and 30 feet easterly from said
24 located line; thence northerly along a curve having a radius
of 2262 feet, a distance of 375 feet to a point 119 feet at right
ngles from the center of the Hudson and Peninsula Road; thence
orthwesterly about 27½ feet to a point which is 99 feet at right
ngles from center of road and 65 feet at right angles from the
enter of the State Road; thence south 77 degrees 45 minutes west
arallel to the center of the Hudson and Peninsula Road to the be-
inning and contains 2.32 acres of land.

Parcel number thirty four. Situated in the Township of Portage,
ounty of Summit and State of Ohio and known as tract #3, lot
#5 beginning at an old sandstone monument set in the east line of
id lot at a point 100.4 feet north of the center line of the Akron
nd Cuyahoga Falls Road; thence south along east line of said lot
00.4 feet; thence south 69 degrees 15 minutes west 150 feet along
enter line of said road and southerly line of the J. H. Smith tract;
hence north parallel to the east line of said lot 33. 4 feet to a point
in the northerly line of said road; thence north 48 degrees
25 45 minutes east 189.78 feet to the beginning, containing 2.07
acres.

Parcel number thirty five. Situated in the Village of Cuyahoga
alls, County of Summit and State of Ohio, and known as part of
ot 12 formerly of Stow Township bounded and described as follows:
eginning at a point in the north line of the Bailey Road marked
ith a hard stone; thence southerly along the north line of the old
Bailey Road to the west line of The Northern Ohio Traction Com-

pany's right of way; thence northerly along the west line of The Northern Ohio Traction Company's right of way to the south line of M. Coffman's land; thence westerly along the south line of said Coffman's land to the east line of E. Tremlin's land; thence southerly along the east line of E. Tremlin's land to the place of beginning containing about ¼ of an acre of land.

Parcel number thirty six. Situated in the Village of Cuyahoga Falls, County of Summit and State of Ohio. Beginning at a sewer pipe set in the north line of land of Henry A. Everett and
426 south line of grantor at the intersection of the center line of South Front street; thence easterly along the Everett and Grant line about 381.7 feet to sewer pipe; thence northeasterly parallel with Front street and 230 feet from the center line thereof 93 feet to a stake; thence northwesterly at right angles, to Front street 230 feet to the center line of Front street; thence southwesterly along the center line of Front street, 165.4 feet to a sewer pipe; thence southwesterly still in the center line of Front street 134 feet to the place of beginning and containing 1.08 acres exclusive of Front street. 2. Beginning at a point where the old Township line between Tallmadge and Portage intersects the south line of south Front street; thence southerly along the east line of Front street, 899 feet to the north line of the (Parcel one) above described; thence easterly at right angles to Front street 20 feet; thence northerly parallel with the east line of Front street and 20 feet therefrom 50 feet; thence westerly at right angles to Front street 12 feet; thence
427 northwesterly parallel with Front street and 8 feet distant therefrom to the old Township line; thence north along the said Township line; thence north along the Township line about 10.25 feet to the place of beginning.

Parcel number thirty seven. Situated in the Township of Coventry, County of Summit and State of Ohio, and known as being part of lot 10, tract 2, west of the Portage Path, and described as follows: beginning at a sewer pipe set in the north line of said lot, said sewer pipe being south 86 degrees 39 minutes 30 seconds, east 231.83 feet from a stake in said line at the northeast corner of land sold by said George W. Foust to William H. Johnston, by deed dated November the 1st, 1899, and recorded in Volume 256, page 286 Summit County Records of Deeds; thence south 13 degrees 11 minutes 30 seconds, west 95.5 feet to a stake; thence along a circular curve of 628.68 feet radius to the right 440.57 feet measured in four chords of 100 feet each and one of 40.57 feet to a stake; thence north 3 degrees 22 minutes east along the east line of said William A. Johnston, 147.85 feet; thence along a circular curve concentric with the above mentioned curve with a radius of 523.68 feet, 271.05 feet measured in two chords of 100 feet each and one chord of 71.05
428 feet; thence north 13 degrees 11 minutes, 30 seconds, east 77.27 feet to the north line of said lot; thence south 86 degrees, 39 minutes, 30 seconds east along said lot line and road center 106.57 feet to the place of beginning and containing as surveyed by S. G. Swigart, Surveyer 1.066 acres of land.

Parcel number thirty eight. Situated in the Township of Coventry,

unty of Summit and State of Ohio, and known as being part of
#4 tract #1, in said Township, and described as follows: being
trip of land 30 feet wide, 15 feet on each side of the following de-
ibed center line. Beginning at a point in the northeasterly line
said grantor's land, which is north 59 degrees 20½ minutes east
.94 feet from the most easterly corner thereof which corner is 43
t distant at right angles from the center of the main track of the
ie Railroad; thence along a circular curve of 955.37 feet radius to
e right 290.63 feet; thence south 53 degrees 14½ minutes west,
802.2 feet to the center of Mud Run Ditch, which is the
9 southwesterly line of said grantor's land, said strip of land
containing .753 of an acre of land.

Parcel number thirty nine. Situated in the Township of
ventry, County of Summit and State of Ohio, and known as being
rt of lots 18 & 19 in tract 10 of said Township and described as
llows; To-wit; beginning at a point in the east line of land deeded
Julia Brodt by deed dated July 12th, 1895 and recorded in Book
8, page 236 of Summit County Records and north 1 degree 35
inutes, west 24.54 feet from the north line of said lot 19 feet;
ence south 53 degrees 23 minutes west 642.61 feet to the west line
lot deeded by George Brodt to Henry E. Shook; thence north
degrees, 10 minutes east along said west line 87.37 feet; thence
uth 5 degrees 49½ minutes east 64.49 feet; thence north 53
grees 23 minutes east 530.4 feet to the east line of said land deeded
Julia Brodt; thence north 1 degree 35 minutes west along said
st line 122.12 feet to the place of beginning and containing 1
235/1000 acres of land, which .005 acres is in lot 19, and
0 1 23/1000 acres in lot 18, being a strip of land 100 feet
wide, 50 feet on each side of a line surveyed for an electric
ilroad from Akron to Barberton. Also the following described
emises: Situated in the Township of Coventry, County of Summit
d State of Ohio, and known as being part of lot 18, in tract 10
said Township, and described as follows, to wit; beginning in the
nter line of the Akron and Manchester road as now traveled at the
uthwest corner of land deeded to George Brodt, by deed dated
ly 5th, 1895 and recorded in book 218, page 153 of Summit
unty Records of Deeds, which beginning point is 511.5 feet south-
ly along said center line of road from the north line of said lot;
ence north 84 degrees 10 minutes east along the south line of said
odt's land 86.63 feet; thence north 53 degrees 23 minutes east
.77 feet; thence south 84 degrees, 10 minutes west 124.38 feet to said
nter line of road; thence south 5 degrees 49½ minutes east along said
nter line of road 225 feet to the place of beginning and containing
0.54 acres of land. Also the following described premises
31 Situated in the Township, County and State — and known as
being a part of lot 18, in tract 10 of said Coventry Township
nd described as follows, to wit; beginning at the southwest corner of
nd deeded by George Brodt to Henry E. Shook by deed dated the
6th. day of September 1898; thence northerly along the west line
said Shook's land to the northwest corner thereof; thence westerly
the center of the Akron and Manchester Road; thence southerly

along said road center 91.66 feet; thence easterly to the place of beginning and containing about .06 acres of land.

Parcel forty. Situated in the Township of Coventry County of Summit, State of Ohio. 1. Known as being a part of lot 7 tract 2 in said Township and described as follows; beginning in the center of the Akron and Manchester Road at the northwest corner of land sold to said William Watters, by deed dated March 16" 1889 and recorded in Book 172, page 246 of Summit County Records; thence north 87 degrees 33 minutes west along the north line thereof 164.16 feet; thence following a curve 1382.7 feet
432 radius parallel to and 50 feet distant from the center line of a proposed electric railroad as surveyed 30.07 feet to a point in the west line of said William Watters' land 18.53 feet south 5 degrees 49½ minutes east from the northwest corner thereof; thence along said west line south 5 degrees 109.51 feet; thence along a curve of 1482.7 feet radius parallel to and 50 feet distant from the center line of said proposed electric railroad as surveyed 198.78 feet; thence north 53 degrees 23 minutes west parallel to and 50 feet distant from said proposed center line of said proposed electric railroad 14.39 feet to the center line of said Akron and Manchester Road; thence north 5 degrees 49½ minutes west along said road center 32 feet to the place of beginning and containing .284 acres of land in William Watters. 2. Known as being a part of lot No. 18 tract 10 of said Township, and described as follows; beginning at the northerly corner of land deeded to said Priscilla Watters by deed dated January 21st. 1880, and recorded in Book 117, page 544 of Summit County Records of Deeds; thence north 84 degrees 10 minutes east along the northerly line of said Priscilla Watters' land 86.63
433 feet; thence south 53 degrees 23 minutes west parallel to and 50 feet distant at right angles from the center line of a proposed electric railroad as surveyed 100.8 feet to the center of the Akron and Manchester Road; thence north 5 degrees 49 minutes west along said road center 51.6 feet to the place of beginning and containing .05 acres of land fee in Priscilla E. Watters.

Parcel number forty one. Situated in the Township of Coventry, County of Summit, and State of Ohio. 1. Known as being part of lot 18 in tract #10 in said Township and described as follows; beginning in the east line of the Akron and Manchester Road and on the north line of Wingter street 137.50 feet south of the north line of George Brodt's land, as owned by him October 1st. 1898; thence north 83 degrees 45 minutes east, 140 feet along the north line of Wingters street; thence north 6 degrees 15 minutes west 43.83 feet; thence south 83 degrees, 45 minutes west 140 feet; thence south 6 degrees 15 minutes east 45.83 feet along the east line of said road to the place of beginning containing 1.47 acres.

434 2. Known as being part of lot 18, in tract 10 and described as follows; beginning in the east line of the Akron and Manchester road 91.66 feet south of the north line of George Brodt's land, and 45.83 feet north of the north line of Wingter street; thence north 6 degrees 15 minutes west 45.83 feet; thence south 83 degrees, 45 minutes west 140 feet; thence south 6 degrees 15 minutes east

83 feet along the east line of said Akron and Manchester Road
he place of beginning and containing .147 acres.
Parcel number forty two. Situated in the Township of Coventry,
unty of Summit and State of Ohio, and known as being part of
7, tract # 2 of said Township and described as follows: begin-
g at the southeast corner of land sold to said grantor by George
tmer by deed dated the 18th day of August 1888, and recorded
Book 168, page 290 of Summit County Records; thence north
degrees 33 minutes west along the south line thereof 164.16 feet;
nce following a curve of 1,382.7 feet radius, in a northeasterly
direction parallel to and 50 feet distant from the center
line of a proposed electric railroad as surveyed 111.59 feet;
thence still parallel to and 50 feet distant from said center
e of said electric railroad as surveyed north 53 degrees 23 min-
s east, 73.99 feet to the center of the Akron and Manchester
ad; thence south 5 degrees 49½ minutes east along said road
ter 113.2 feet to the place of beginning and containing .211
an acre of land.
Parcel number forty three. Situated in the Township of Portage,
unty of Summit and State of Ohio, and known as part of tract 6,
t of Portage Path and described as follows: beginning at a stone
the east line of said Township at the southeast corner of what is
own as the Frederick Fouse farm; thence along said Township
e north 3 degrees east, 61 67/100 feet; thence west parallel to
th line of said Frederick Fouse farm 176 05/100 feet to the cen-
of a street 45 feet wide, provided for in a deed, said deed re-
ded in Summit County Records, Book 235, page 588; thence
th 3 degrees west along the center of said street 61 67/100 feet;
thence south 87 degrees 2½ minutes east 176 05/100 feet
to the place of beginning and containing ¼ of an acre of
land.
Parcel number forty four. Situated in the Township of Portage
unty of Summit, and State of Ohio, and known as part of tract 6
t of Portage Path, and described as follows: beginning at a stone
the east line of said Township at the southeast corner of what is
own as the Frederick Fouse farm; thence along said Township
e north 3 degrees east 61 67/100 feet; thence west parallel to the
th line of said Frederick Fouse farm 176 05/100 feet to the
ter of a street 45 feet wide provided for in a deed, said deed
orded in Summit County Records, Book 235, page 588; thence
legrees west along the center of said street 61 67/100 feet; thence
th 87 degrees 2½ minutes, east 176 5/100 feet to the place of
ginning and containing ¼ of an acre of land.
Parcel number forty five. Situated in the Township of Portage
v Akron, Summit County and State of Ohio and known as the
whole of lot # 8 in block # 40 in Perkins' addition to the
town plat of Akron as surveyed by H. Paul, Surveyor and
recorded in the records of Summit County Ohio, Plat Book
page (48). Also another parcel of land known as all of lot 9,
ck 40 in Perkins' Addition to Akron.
Parcel number forty six. Situated in the Township of Coventry,

County of Summit and State of Ohio, and known as all that certain strip or parcel of land situated in the aforesaid Township, County and State, and further known as being part of lots 8, 9 & 10 in Range 11, tract 2 of said Coventry Township and described as follows: a strip of land 25 feet wide measured at right angles from the west right of way line of the New York, Pennsylvania and Ohio Railroad Company property and running parallel from the north side of the Public Road known as the Triplett Road to the north property line of the grantor, containing 907/1000 acres.

Parcel number forty seven. Situated in the City of Akron, County of Summit and State of Ohio, and bounded and described as follows, to wit: northeasterly by the thread of the Little Cuya-
438 hoga River, southerly by the northern line of North street in said City of Akron, and westerly by a line drawn to the thread of the Little Cuyahoga River, at right angles to said North street from an iron pin set at a point on the northerly line of said North street; about one hundred and sixty nine (169) feet westerly measured along the northerly line of said North street, from a point where said northerly line of North street strikes the most westerly part of the bridge across said Cuyahoga River at said North street.

Parcel number forty eight. Situated in the City of Akron, County of Summit, State of Ohio, and known as part of Block # 41 Perkins' Addition. Beginning at an iron pin in the north line of Furnace street and 119.6 feet easterly from a sandstone which stone is also on the north line of Furnace street, and the south line of the said block # 41 Perkins; thence north 9 degrees, no minutes east, 74.8 feet to the south bank of the Little Cuyahoga River; thence south 58 degrees 58 minutes east, along the south bank of the said
439 river 182.16 feet; thence south 64 degrees 20 minutes west 53½ feet to the north line of the said street; thence north 77 degrees 53 minutes west along the said north line 149 feet to the place of beginning and containing 243/1000 acres of land.

Parcel number forty nine. Situated in the town of Barberton, County of Summit and State of Ohio, and known as being lot # 590 of Barberton, Summit County, Ohio, as platted by Charles Baird and recorded March 24th 1891, in Plat Book 6, pages 12, 13, 14, and 15 of the records of Summit County, Ohio.

Parcel number fifty. Situated in the Township of Coventry, County of Summit, and State of Ohio and known as being a strip of land lying along the west line of the right of way of the N. Y. P. & O. Ry. Co. and extending from the Manchester Road along said right of way to property belonging to A. J. Triplett, said strip of land being 12 feet in width upon said Manchester Road and 16 feet in width adjoining land of A. J. Triplett, measuring from the right of way of said railroad company and being part of lot 8, tract 2, of said Coventry Township.

Parcel number fifty one. Situated in the Township of
440 Coventry, County of Summit and State of Ohio, and known as being part of lot 19 in tract 9, and described as follows: beginning at Frank King's northwest corner on the east line of the Towing Path of the Ohio Canal; thence south 38 degrees east along

the line between Miller and King 265.50 feet; thence south 42 degrees west, parallel to and 40 feet at right angles easterly from the located line of the Northern Ohio Traction Company about 315 feet to the east line of said Towing Path; thence north 12 degrees west along the east edge of the tow path about 251 feet to the beginning and containing 0.735 of an acre of land.

Parcel number fifty two. Situated in the Township of Stow, County of Summit and State of Ohio, and known as being a part of lot #33 of said Township, and bounded and described as follows: beginning in the center of the road at a point which is found by commencing at the northeast corner of said lot and running west on the lot line 6 chains, 35 links, and thence south parallel with the east line of the lot, 3 chains 76 links; thence westerly in the center of said road 9 chains 50 links to land of George Hart; thence 1 degree, east 10 chains, 39 links to the banks of the
441 Little Pond or Crystal Lake; thence along the waters edge south 43 degrees east 1 chain, 50 links, south 2 degrees east 2 chains, 50 links and south 9 degrees west 1 chain 72 links to land deeded to W. L. Hanford by Albert Atkins et al, book 27, page 242; thence south 15 degrees 45 minutes east, 11 chains 8 links; thence north 69 degrees 15 minutes east 9 chains 41 links to the edge of the Stow Pond or Silver Lake; thence north 44 degrees 30 minutes east 3 chains; thence *thence* no degrees 52 minutes west along the center of road to the place of beginning and containing about 36.75 acres of land.

Parcel number fifty three. Situated in the Township of Franklin, County of Portage and State of Ohio, commencing at a point in the line between property of Moody and Osborn and grantors, 60 feet southerly of the center line of grantees right of way as now located; thence easterly parallel to said center line and 60 feet distant therefrom to the intersection of the highway; thence westerly along the southerly line of the highway to the land of Moody
442 and Osborn; thence southerly along the line between Moody and Osborn and grantors to the place of beginning.

Parcel number fifty four. Situated in the Township of Franklin, County of Portage, State of Ohio; being a parcel of land in large lot 40, and being all the land we own in said lot, south of the road leading from Kent to Brady Lake, and containing about one acre.

Parcel number fifty five. Situated in the Township of Franklin, County of Portage and State of Ohio, being a part of lot No. 39 and bounded by commencing at grantors southeast corner in the center of the highway known as the Lake Brady Road; thence northerly on grantors east line 55 feet; thence westerly parallel to the center line of said highway to grantors west line and 55 feet distant from said center line of said highway; Thence southerly on grantors west line to the center of said highway; thence easterly along the center line of said highway to the place of beginning being a strip of land off of the south end of grantors 7 and 83/100 acre tract.

443 Parcel number fifty six. Situated in the Township of Franklin, County of Portage, State of Ohio, part of lot 39

bounded and described as follows:—beginning at a point in the center of the highway usually known as the Lake Brady Road, which point is in the lot line between lots 38 and 39; thence westerly parallel with said Lake Brady Road and 45 feet distant therefrom; 1060 feet to a point in the center of the highway extending from Lake Brady Road to the Ravenna and Hudson Road; thence along the said last mentioned road 45 feet to the center of the Lake Brady Road; thence along the center of said Lake Brady Road 1060 feet to the place of beginning containing 1 and 9/100 acres.

Parcel number fifty seven. Situated in the Township of Franklin, County of Portage, State of Ohio and known as part of lot #37 and bounded by beginning in the east line of said lot where the same intersects the center of the highway; thence north 45 feet; thence westerly parallel with the center of the highway forty five (45) feet distant therefrom to the east line of Marvin Kent's land;
444 thence south to the center of said highway; thence east along the center of said highway to the place of beginning, containing 2 4/100 acres.

Parcel number fifty eight. Situated in the Township of Ravenna, County of Portage, State of Ohio, and known as part of lot No. 50 in the south division of lots and bounded by beginning in the center of the highway at the southwest corner of said lot; thence north along the west line of said lot and Township 45 feet; thence east parallel with the center of said highway 20 chains 91 links, to the west line of lands of James Wilson; thence south 45 feet to the center of said highway; thence west along the center of said highway to the place of beginning, containing 1 and 42/100 acres.

Parcel number fifty nine. Situated in the Township of Ravenna, County of Portage, State of Ohio, and known as part of lot 50 in the south division of lots in said Township, and bounded by beginning 9 chains 68 links west of the east line of said lot and at the southwest corner of Mary Ender's land; thence south 89 degrees,
445 west along the south line of said lot and in the center of the highway 11 chains 23 links to lands formerly belonging to John Cutler; Thence north 1 degree 30″ east 45 feet; thence north 89 degrees east parallel with the center of said highway and 45 feet distant therefrom to the west line of said Mary Ender's land; thence southerly along the said Mary Ender's land to the place of beginning containing 66/100 acres.

Parcel number sixty. Situated in the Township of Ravenna, County of Portage and State of Ohio, and known as a part of lot 50 in the south division of lots in said Township and bounded by beginning at the southeast corner of said lot and in the center of the highway; thence west along said lot line and the center of said highway 9 chains, 68 links to lands of James Wilson; thence north along said Wilson's east line to a point 45 feet north of and at right angles with the center of said highway; thence east parallel with the center of said highway and 45 feet distant therefrom to the west line of lands of S. E. Slaughter, being the east line of said lot; thence
446 south along said line 45 feet to place of beginning and containing 66/100 acres.

Parcel number sixty one. Situated in the Township of Ravenna, County of Portage, State of Ohio, and known as being part of lot No. 51 in the south division of lots and is bounded by beginning at the southwest corner of said lot in the center of the highway; thence north 45 feet; thence east parallel with the center of said highway 16 chains, 8 links to the west line of lands of Frederick Almondinger; thence south 45 feet to the center of said highway; thence west along the center of said highway to the place of beginning, containing 1 and 9/100 acres.

Parcel sixty two. Situated in the Township of Ravenna, County of Portage, State of Ohio. 1. Known as being part of lot 51 in the south divisions of lots in said Township and bounded by (First tract) beginning at the southeast corner of said lot, thence north on lot line 45 feet; thence west parallel with the south line of said lot
15 chains 58 links to the east line of lands of Frederick Al-
447 mondinger; thence south 45 feet to the south side of said lot;
thence east along said lot line to the place of beginning containing 1 and 6/100 acres. 2. Being part of lot #44 in said south division of lots and bounded by beginning at the northwest corner of lands deeded to said grantors by William A. Eatinger and wife June 10" 1901, beginning on the east line of grantor's land and 47½ feet distant measured at right angles with the center of the Red Brush Road; thence northwesterly by an eight degree curve from a tangent parallel with said Red Brush Road to the north line of said lot; thence east on said lot line to the east line of grantor's land; thence southwesterly along the east line of grantors land to the place of beginning containing about 40/100 of an acre.

Parcel number sixty three; Situated in the Township of Ravenna, County of Portage, State of Ohio, and known as part of lot No. 51 in the south division of lots and bounded by beginning at a point in the center of the highway on the south line of said lot at the southeast corner of lands of S. E. Slaughter thence north 45 feet; thence
east parallel with the center of said highway about 60 feet
448 to the west line of lands of Jacob Almondinger; thence south
45 feet to the center of said beginning; thence west to place of beginning and containing 6/100 acres.

Parcel number sixty four. Situated in the Township of Ravenna County of Portage, State of Ohio, known as part of lot #45 in the south division of lots in said Township, and bounded by beginning at the southwest corner of said lot; thence north along the west line of said lot 45 feet; thence east parallel with the south line of said lot 240 feet; thence south 45 feet to the south line of said lot; thence west along said lot line 240 feet to the place of beginning.

Parcel number sixty five. Situated in the Township of Ravenna, County of Portage, State of Ohio, and known as part of lot #41 in the south division of lots bounded by beginning in the center of the Red Brush Road at the northwest corner of lands of Jacob Almondinger; thence southwesterly along the line between the
lands of said Almondinger's and grantors to a point
449 47½ feet distant from the center of said road measured at
right angles therewith; thence south 43 degrees east along

a line parallel with the center of said road and 47½ feet distant therefrom, about 10 chains to the westerly lands of Laura C. Mooney; thence along the line of said Mooney's land to the center of said highway; thence north 43 degrees, west along the center of said highway to the place of beginning containing about 72/1000 acre.

Parcel number sixty six. Situated in the Township of Ravenna, County of Portage and State of Ohio, and known as part of lot #44 in the South division of lots in said Township and bounded by beginning in the center of the Red Brush Road at the west line of lands of Katherine Hahn; thence north 43 degrees west along the center of said highway about 17 chains 83 links to lands of William A. Eatinger; thence westerly along the line of said Eatinger's and grantors land to a point 47½ feet distant from and at right angles with the center line of said road; Thence south 43 degrees, east parallel with the center of said road and 47½ feet distant
450 therefrom to the west line of Katherine Hahn's land; thence north along the west line of said Hahn's land to the place of beginning containing about one and 28/100 acres.

Parcel number sixty seven. Situated in the Township of Ravenna, County of Portage and State of Ohio, and known as part of lot #44 and bounded by beginning in the center of the Red Brush Road at the northeast corner of lands of Laura C. Mooney; thence south no degrees, 30 minutes west along the line of said Mooney's land to a point 47½ feet distant from and measured at right angles with the center of said road; thence south 43 degrees east along a line parallel with said road and 47½ feet distant from the center thereof 915 feet; thence by a curve to the east of (11) degrees about 200 feet to the center of said road; thence north 43 degrees west along the center of said road to the place of beginning containing 1 15/100 acres of land.

Parcel number sixty eight. Situated in the Township of Ravenna, County of Portage and State of Ohio, and known as a part of lot 44 in the South Division of lots of said Township and bounded by beginning at the southeast corner of said lot; thence north along
451 the lot line to the north line of the Ravenna and Newark State Road; thence westerly by a curve to the north of (11) degrees from the tangent formed by the north line of said State road to the center of the Red Brush Road; Thence southeasterly along the center of said last mentioned road to the south line of said lot; thence east along said lot line to place of beginning containing about 10/100 acres.

Parcel number sixty nine. Situated in the Township of Franklin, County of Portage and State of Ohio, and known as part of lot #39 and bounded by beginning in the center of the Lake Brady Road at its intersection with the Red Brush Road; thence south 74 degrees, 20 minutes west along the center of said Lake Brady Road; 103 1-5 feet to the west line of said grantors' land; thence north, 3 degrees west to a point 10 feet north of the north line of said Lake Brady Road; thence north 74 degrees 20 minutes east parallel with said last named road to the center of said Red Brush Road; thence

south 3 degrees east along the center of said Red Brush Road
452 to the place of beginning. Also the following electric street railroad lines to wit; in and along the following streets in and about Akron, Summit County Ohio. First; in and along Main street, southerly from Market street to the south corporation line of the City of Akron; thence in Coventry Township in Main street extension southerly to Miller Avenue. Second; In and along east and West Market streets, commencing at the west corporation line of the City of Akron; thence southerly along West and East Market streets, to the east corporation line; thence northerly to Blue Pond. Third. In and along Mill street easterly from the center of South Howard street, to the center of College street. Fourth. In and along College street, from the center of Mill street southward, to the center of Buchtel Avenue. Fifth. In and along Buchtel Avenue from the center of College street easterly to the center of Spicer street. Sixth. In and along Spicer street, from the center of Buchtel Avenue, southerly to the center of east Exchange street. Seventh.
In and along East Exchange street westerly from Spicer
453 street to South Main street, and in and along West Exchange street from Main street westerly to South Maple street. Eighth. In and along South Maple street, southwesterly from the center of West Exchange street to the west corporation line of the City of Akron. Ninth. In and along Bowery street from the center of West Exchange street to the center of Wooster Avenue. Tenth. In and along Wooster Avenue from the center of Bowery street, southwesterly, to the west corporation line of the City of Akron. Eleventh. In and along Grant street from the center of East Exchange street southerly to South street. Twelfth. In and along Long street, westerly from the center of South Main street in Coventry Township to Summit Lake. Thirteenth. In and along South Howard street, from Market street southerly to its intersection with South Main street. Fourteenth. In and along North Howard street, from the center of Market street, northerly to the north corporation line of the City of Akron and extending over North Howard street
Extension and Cuyahoga Falls Avenue, through the Town-
454 ship of Portage, to the south corporation line of the village of Cuyahoga Falls; thence westerly in Portage street to Second street in said village. Intending to include herein all street railways of the grantors whether herein enumerated or not, all franchises to construct additional lines and all extensions or additions to said street railways. And also the electric railroad lines formerly owned by The Akron Bedford and Cleveland Railroad Company between the point of connection of the line of said The Akron Bedford and Cleveland Railroad Company and the street railroad formerly owned by The Akron Street Railroad Company about 150 feet northerly from the north end of the bridge over the Cuyahoga River in Front street, in the Village of Cuyahoga Falls, Summit County Ohio and its northerly terminus in the Hamlet of Newburgh, Cuyahoga County Ohio, and its branch line extending from its power house in Cuyahoga Falls to Silver Lake, in the Township of Stowe, in said County of Summit, and also all single or

double track extensions or additions to the aforesaid lines; and als
all single or double track branch lines connecting with its said mai
line.

And also the electric railroad lines formerly owned b
455 The Akron and Cuyahoga Falls Rapid Transit Compan
between Barberton and Kent, and running through Mai
and Bowery streets in the City of Akron Ohio, and also an extensio
from Kent to Ravenna in Portage County Ohio. And also all co
porate property real and personal, lands, depots, yard ground
rights of way, licenses, easements, buildings, erections, superstru
tions, power houses, car houses, depots and station buildings, wa
ing rooms, machine shops, car shops, blacksmith shops, iron an
steel rails, tracks chains, bars, ties, switches, turnouts, turn table
bridges, trestles, cars, motors, rolling stock, engines, dynamos, ge
erat*ions* and all electrical equipment and apparatus poles, wire
lamps, trolleys, and all contracts and all other property and thin
whatsoever, belonging to the grantor. And also all rights privileg
and franchises of the grantor. And also all and singular the ten
ments, hereditaments and appurtenances to the above described pre
ises, property, rights, franchises and privileges belonging or in an
wise appertaining, and the reversion and reversions, remainder an
remainders, rents, issues and profits thereof; and also all t
456 estate, right, title, interest, property, possession, claim an
demand whatsoever, as well in law as in equity, of the sa
grantor, in and to the above described premises, and every pa
& parcel thereof, with the appurtenances; it being hereby intend
to convey all the property, rights, franchises and privileges of a
sort or nature, which the grantor now owns: To have and to Ho
all and singular the above mentioned and described premises, ra
roads, plants, real and personal property, rights, franchises and pr
ileges unto the grantee its successors and assigns forever.

This deed is executed in triplicate, each of which shall be
original.

In Witness Whereof, said The Northern Ohio Traction Compan
by its Vice President and Secretary, thereunto lawfully authori
by action of its Board of Directors, and its stockholders, as here
above set forth, has hereunto set its corporate name and affixed
corporate seal, this 29″ day of December A. D. 1902.

457 THE NORTHERN OHIO TRACTION
CO.,
By WILL CHRISTY, *V. President,* AND
C. F. MOORE, *Secretary.*

[CORPORATE SEAL.]

Signed, sealed and delivered in presence of—
SAMUEL G. ROGERS.
T. W. WAKEMAN.

STATE OF OHIO,
Summit County, ss:

Personally appeared before me, a Notary Public within and for said County, in the State aforesaid, this 29" day of December 1902, Will Christy and C. F. Moore, to me known and known to me to be respectively; the Vice President and Secretary of The Northern Ohio Traction Company, the corporation which executed the foregoing instrument who acknowledged that they did sign and seal said instrument as such Vice President and Secretary respectively, for and on behalf of said corporation and that the same is their free act and deed as such Vice President and Secretary respectively, and the free and corporate act and deed of said The Northern Ohio Traction Company;

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at Akron, Ohio, the day and year last
458 aforesaid.

[SEAL.] SAMUEL G. ROGERS,
A Notary Public Within and for Summit County, Ohio.

Transferred Dec. 30, 1902.
Received Dec. 30" 1902 at 1:55 P. M.
Recorded Jan. 6th, 1903.

W. ALLING, *Recorder.*

459 Mr. Mather: Will you agree that a blanket offer may be made of all the exhibits referred to as defendant's exhibits?

Mr. Frank: I don't want to agree to a blanket offer because I don't recall all of those exhibits.

Mr. Mather: We offer in evidence Defendant's Exhibit D.

Mr. Frank: What is that?

Mr. Mather: That is the written offer referred to yesterday.

A true copy of said defendant's exhibit D is hereto next annexed and made a part hereof at pages — to — hereof both inclusive.

460 DEFENDANT'S EXHIBIT "D" AND DEFENDANT'S EXHIBIT "C."

AKRON, OHIO, January 16, 1911.

The Northern Realty Company, Akron, Ohio.

SIRS: The undersigned hereby offers and tenders you Five Thousand dollars for the property a description of which is hereto attached.

By reason of the fact that important negotiations depend upon your prompt acceptance or rejection of this proposition, we request your decision not later than Saturday noon, Jan. 21, 1911.

Very truly,

THE CUYAHOGA RIVER POWER CO.,
By WILLIS BACON, *Its Agent and Att'y.*

If not called for in person mail reply to WILLIS BACON, *Tiffin, O.*

461 AKRON, OHIO, January 16, 1911.

The Northern Realty Company, Akron, Ohio.

GENTLEMEN:—The undersigned hereby offers and tenders you Four Thousand dollars for the property a description of which is hereto attached, the same to be subject to an easement or privilege to you or your assigns of withdrawing water from the said Cuyahoga River sufficient to operate the condensors of a steam power plant of 25,000 K. W. capacity, and returning the said water to the river or pool above the dam, from which you withdraw said water.

By reason of the fact that important negotiations depend upon your acceptance or rejection of this proposition, we request your decision not later than Saturday noon, Jan. 21, 1911.

Very truly,

THE CUYAHOGA RIVER POWER COMPANY,
By WILLIS BACON,
Its Agent and Attorney.

If not called for in person mail reply to Willis Bacon, Tiffin, Ohio.

462 *Description of Property.*

Being the following described property: Situated in Summit County, Ohio, and beginning at the point of intersection of the center of the Cuyahoga river and the north and south township line between Portage Township and Cuyahoga Falls Township; thence north 0 degrees 30′ east 100 feet; thence easterly and southeasterly along the northerly bank of said Cuyahoga river 100 feet distant from the center line of said river, following the meandering of same, to a point on the line between the property of said The Northern Realty Company and the property of the A. B. & C. R. R. Company, said point being 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence south 1 degree 20′ west along said line between the property of The Northern Realty Company and the property of the A. B. & C. R. R. Company to the southwest corner of the property of said A. B. & C. R. R. Company; thence south 88 degrees east along the south line of the property of the A. B. & C. R. R. Company, said line being the dividing line between the property of the A. B. & C. R. R. Company and the property of The Northern Realty Company, to a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence southeasterly and northeasterly along the northerly bank of
463 the Cuyahoga river 100 feet distant from the center line thereof, and following the meanderings of same, to a point on a line of the land of said The Northern Realty Company, said line being an extension northerly of the east line of Tract No. 3, Portage Township, Summit County, Ohio, and also being 100 feet distant from the center of the Cuyahoga river measured at right angles with same; thence northerly along said line to a stone pipe;

thence northerly along the high bank of the Cuyahoga river and one rod westerly of same the following courses and distances; north 34 degrees 35′ east 264 feet; thence north 27 degrees 35′ east 286.44 feet; thence north 2 degrees 30′ west 116.16 feet; thence north 24 degrees 10′ west 138 feet; thence north 8 degrees 40′ east 107.6 feet; thence north 19 degrees 31′ east 108.24 feet; thence north 36 degrees 40′ east 168.3 feet; thence north 53 degrees 40′ east 454.7 feet; thence north 35 degrees east 280.7 feet to the northeast corner of the lot owned by Tom Patterson; thence northerly following along the westerly bank of said Cuyahoga river to the southeast corner of the property formerly belonging to The Falls Rivet & Machine Company; thence along the line between the land formerly belonging to The Falls Rivet Machine Company and the property of The Northern Realty Company to a point on the westerly bank of said river, where said boundary line crosses said river; thence south 75 degrees east 157 feet along the line between the property formerly
464 belonging to The Falls Rivet & Machine Company and the lands of said The Northern Realty Company to a point on the top of the bank on the easterly side of said Cuyahoga river; thence south 23 degrees west 118.80 feet along the top of said east bank; thence south 63 degrees east 52 feet to the west line of Water street where an iron grate bar is set; thence south 22 degrees 30′ west 660 feet along the west line of Water street to an iron pin; thence south 17 degrees 30′ west 663.34 feet along the west side of Water street to an iron pin; thence north 63 degrees 37′ west 128.4 feet along north line of land formerly belonging to C. S. Sill to an iron pipe; thence south 31 degrees 30′ west 317.46 feet along the west line of same land to an iron pipe; thence south 41 degrees 30′ west 341.88 feet along the west line of said Sill's land to an iron pin; thence southerly and westerly along the southerly bank of said Cuyahoga river and approximately 100 feet distant from the center of said river, following the meanderings of same to a point on the north and south township line between Portage Township and Cuyahoga Falls Township; thence north 0 degrees 30′ east along said township line 100 feet to the place of beginning. Contains 40 acres more or less, with all the privileges, easements, rights, and appurtenances thereunto belonging.

Also the following described real estate, to wit: Situated in
465 Summit County, Ohio, and beginning at an iron pin at the southwest corner of said the A. B. & C. R. R. Company's land, said pin being on an island in the Cuyahoga river; thence north 1 degree 20′ east along said Railroad Company's west line to a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence southeasterly to the south line of said Railroad Company's property at a point 100 feet distant from the center of the Cuyahoga river, measured at right angles with same; thence along the south line of said Railroad Company's land to the place of beginning. Contains 0.3 acres more or less, with all the privileges, easements, rights and appurtenances thereunto belonging, all of the above property being in the Township of Cuyahoga Falls.

466 Mr. Mather: We offer in evidence defendant's exhibit E. That is the consolidation agreement between The Akron Traction and Electric Company and The Akron Bedford and Cleveland Railroad Company.

Mr. Frank: We object to that.

The Court: Objection overruled. It may be admitted.

Plaintiff excepts.

A true copy of said defendant's exhibit E is hereto next annexed and made a part hereof at pages — to — hereof both inclusive.

467 DEFENDANT'S EXHIBIT E.

Agreement entered into this 26th day of May, 1899, by and between The Akron Traction and Electric Company, a corporation of the State of Ohio, and its directors, party of the first part, and The Akron, Bedford and Cleveland Railroad Company, a corporation of the State of Ohio, and its directors, party of the second part, each of said companies acting through and by unanimous action and concurrence of their respective Boards of Directors. Witnesseth: That—

Whereas, the laws of the State of Ohio provide that whenever the lines or authorized lines of any street railroad corporations or companies meet or intersect, or whenever any such line of any street railroad corporation or company, and that of any inclined plane railway or railroad company or corporation, or any railroad operated by electricity or other means of rapid transit may be conveniently connected to be operated to mutual advantage, such corporations or companies, or any two or more or them, are authorized to consolidate themselves into a single corporation; and

468 Whereas, The Akron Traction and Electric Company is a street railroad corporation or company, whose lines meet and intersect, and may be conveniently connected with the lines of The Akron, Bedford and Cleveland Railroad Company, which is a railroad operated by electricity, in such manner that the lines of the two companies aforesaid may be operated to mutual advantage: and,

Whereas, for the greater convenience of the public, and for the mutual advantage and benefit of the stockholders of each of said companies, the directors of said companies have proposed by and with the assent, approval and ratification of the stockholders of each of said companies to be had in due form of law at meetings to be regularly called and held for that purpose to unite and consolidate the capital stock, property, rights, privileges and franchises of the said companies into one corporation.

Now, therefore, the parties hereto, in accordance with the provisions of the statutes in such cases made and provided, the said railroad companies acting under and in pursuance of the

469 resolutions of their respective Boards of Directors, and upon the assent and ratification of the stockholders of said companies to be had and made, as hereinbefore set forth, do hereby agree to and with each other to, and do, hereby unite and consolidate their

apital stock, roads, property, rights, privileges and franchises into
ne company upon the following terms and conditions, to-wit:
1. The name of said consolidated company shall be and is The
orthern Ohio Traction Company.
2. The officers of said company shall consist of a President, Vice-
resident, Secretary and Treasurer, and such other officers as the
oard of Directors of said company may, from time to time, pre-
ribe.
3. The number of directors of said company shall be seven (7),
nd the names and places of residence of the directors of said com-
any who are to hold office until their successors are elected by the
ockholders at the meeting appointed by the stockholders called to
take this agrement into consideration, pursuant to Section
70 3383 of the Revised Statutes, which meeting to elect such
successors is hereby fixed for the 5th day of August, at three
clock P. M., at the office of The Northern Ohio Traction Com-
any, in the City of Akron, Ohio, are as follows:
Henry A. Everett, Willoughby, Ohio.
Charles W. Wason, Cleveland, Ohio.
Edward W. Moore, Cleveland, Ohio.
Will Christy, Akron, Ohio.
Joseph R. Nutt, Akron, Ohio.
Baruch Mahler, Cleveland, Ohio.
Louis E. Beilstein, Cleveland, Ohio.
4. The names and the residences of the officers of the company
ho shall remain in office until their successors are elected by the
oard of Directors to be elected at the meeting of the stockholders
ppointed, as mentioned in the last paragraph of this agreement, and
ntil their successors so elected are qualified, are as follows:
President Henry A. Everett, Cleveland, Ohio.
Vice-President Will Christy, Akron, Ohio.
71 Secretary Charles F. Moore, Akron, Ohio.
Treasurer Joseph R. Nutt, Akron, Ohio.
5. The principal office of the company shall be in the city of
kron, County of Summit, and State of Ohio.
6. The capital stock of said company shall be Three Million Dol-
rs ($3,000,000.00), divided into Thirty Thousand (30,000) shares
f the par value of One Hundred Dollars ($100.00) each.
One Million Dollars ($1,000,000.00) of said capital stock shall be
referred stock, which shall be entitled to a five (5) per cent cumu-
tive annual dividend, payable semi-annually, on the first days of
pril and October in each year.
The five (5) per cent cumulative annual dividend hereinbefore
rovided for the Preferred Stock shall be all the dividends to which
ne Preferred Stock shall ever become entitled.
In the event of the liquidation or dissolution of the corporation,
ne surplus assets and funds thereof shall be applied in the first place,
in distributing to the holders of the Preferred Stock the full
72 amount of the par value thereof and the accrued dividends,
if any, charged, before any amount shall be paid upon the
ommon stock, and after such distribution in full to the holders of

said Preferred stock, the surplus assets and funds shall belong and be divided among the holders of the Common stock to the e clusion of the holders of the Preferred stock.

Two Million Dollars ($2,000,000.00) of said capital stock shall Common stock, which shall not be entitled to receive dividends any one semi-annual period until after the payment to the holde of the Preferred stock of the dividends hereinbefore provided to paid to them for such period, and for all preceding periods.

Both Preferred and Common stock shall be entitled to the sam voting power.

7. All of said shares of said capital stock shall be distributed follows:

To said The Akron Traction and Electric Company, party of t first part, and its stockholders, One Million Five Hundred Tho sand Dollars ($1,500,000.00) of fully paid Common stoc

473 To the Akron, Bedford and Cleveland Railroad Compan and its stockholders, Five Hundred Thousand Dollars ($50 000.00) in par value of the Common stock, and Five Hundred Tho sand Dollars ($500,000.00) in Preferred stock, all of the stock afo said being issued as fully paid, and in part consideration for t transfer to the consolidated company of the properties of the co stituent companies hereinbefore referred to.

8. The Board of Directors of the consolidated, The Northern Oh Traction Company, are hereby authorized, directed and empower to issue its interest bearing twenty (20) year coupon bonds, in t amount of Three Million Dollars ($3,000,000.), said bonds to dated July 1st, 1899, to be of the denomination of One Thousa Dollars ($1,000.00) each, and to bear interest at the rate of Fi (5) per cent per annum, payable semi-annually, on the first days January and July of each year, at The Dime Savings and Banki Company, Cleveland, Ohio, or Central Trust Company in the City New York; and said Board of Directors is also authorized and

474 rected, for and on behalf of the company, in order to secu the payment of such bonds, when issued, to provide for t execution, acknowledgement, and delivery, for and on beha of the company, by its proper officers, of a deed of trust or mortga conveying and pledging all of the rights, property, franchises, pri leges, choses in action, and assets of the company, to secure the pa ment thereof. Of the bonds so issued the consolidated, The Northe Ohio Traction Company, shall, in addition to the stock to be issu and exchanged as aforesaid, and as a further consideration for t properties of the constituent companies, issue to the stockholders The Akron Traction and Electric Company One Million Five Hu dred Thousand Dollars ($1,500,000.00) in par value of its go bonds aforesaid, and to The Dime Savings and Banking Compa of Cleveland, Ohio, One Million Dollars ($1,000,000.00) in par val of said bonds, to be held by said The Dime Savings and Banki Company as security for the payment, and to be applied to the pa ment of a mortgage indebtedness of One Million Dollars ($1,00 000.00) now outstanding upon the property and franchises of T Akron, Bedford and Cleveland Railroad Company to The Dime Sa

ings and Banking Company, Trustee, and said The Dime
475 Savings and Banking Company is hereby authorized, empowered and directed at any time, and from time to time, to exchange said bonds, or any number thereof, for an equal number of said mortgage bonds of The Akron, Bedford and Cleveland Railroad Company, and shall thereupon cause to be cancelled the first mortgage bonds so received by it in exchange. Said The Dime Savings and Banking Company shall further have authority and power at any time, and from time to time, to sell said bonds, or any number thereof, upon the demand of the consolidated company when the same can be sold at such a price that with the net proceeds arising therefrom an equal number of said The Akron, Bedford and Cleveland Company's bonds can be purchased in the market, and to apply the proceeds of the sale thereof in the purchase of an equal number of said first mortgage bonds, which it shall likewise cause to be cancelled. At the maturity of said The Akron, Bedford and Cleveland Railroad Company's bonds the said The Dime Savings and Banking Company shall sell all of said One Thousand (1,000) bonds then remaining in its possession, and apply the proceeds thereof to the redemption or payment of said The Akron, Bedford and Cleveland Railroad Company's bonds then outstanding, provided
that the said The Dime Savings and Banking Company
476 shall not sell the bonds so remaining in its possession at less than par, unless upon demand of the consolidated company, and the deposit by it with said The Dime Savings and Banking Company of the difference between the price at which it so directs said bonds to be sold, and their par value. The money so deposited by said consolidated company shall be used in connection with the proceeds realized from the sale of said bonds of the consolidated company in the redemption of said The Akron, Bedford and Cleveland Railroad Company's bonds. The remaining Five Hundred Thousand Dollars ($500,000.00) in par value of said bonds shall be held by the consolidated company, and disposed of by it for the betterment of its properties, the purchase of other properties, or the raising of funds therefor, in such manner, and under such limitations as may be prescribed by the said consolidated company in the mortgage or deed of trust issued to secure the same.

9. At the time of the consolidation of the two constituent companies, The Akron Traction and Electric Company shall have in its
treasury Two Hundred and Eighty-five Thousand Dollars
477 ($285,000.00) in cash, which shall become the property of the concolidated company.

10. Upon the issuance and delivery of the securities hereinbefore provided for, the stock of the constituent companies shall be surrendered to the consolidated company.

11. The consolidated company hereby assumes and agrees to pay all indebtedness of the constituent companies existing at the date hereof, and likewise to assume and pay off all liabilities against each and all of the said constituent companies for injuries heretofore committed by them. Each constituent company is to account for and pay to the consolidated company all receipts and income received from the date of this agreement. The consolidated company hereby as-

sumes and agrees to pay the present outstanding mortgage indebtedness of One Million Dollars ($1,000,000.00) upon the property of The Akron, Bedford and Cleveland Railroad Company, but does not, however, assume the present outstanding obligation of The Akron Traction and Electric Company to W. E. Finley, and assigned by him to H. A. Everett, but in consideration of the issuance of
478 the securities, hereinbefore provided, to the stockholders of The Akron Traction and Electric Company, said stockholders of The Akron Traction and Electric Company shall assume said obligation and procure the cancellation thereof.

The assumptions of indebtedness provided for in this paragraph shall be upon the part of the consolidated company only and shall not in any manner be interpreted as liabilities of its stockholders; it being intended that the consolidated company shall assume said indebtedness only in so far as it may lawfully do so without imposing a liability upon its stockholders.

12. All the affairs, property and business of the said consolidated company shall be under the control of the Board of Directors of the company, who shall have full power in the management and control of its business, subject to the laws of the State of Ohio.

13. The said The Akron Traction and Electric Company and the said The Akron, Bedford and Cleveland Railroad Company hereby respectfully grant, convey, transfer, and set over to the consolidated The Northern Ohio Traction Company, all of their respective
479 rights, franchises, moneys, claims, choses in action, and property of any sort or nature whatsoever, it being especially understood and agreed that when this consolidation agreement has been ratified by the stockholders of each of said companies in accordance with law, this agreement shall constitute a conveyance to the consolidated company, the said The Northern Ohio Traction Company, of all the rights, property, privileges, books, papers, moneys, claims, choses in action, and assets, of every description whatsoever, of the three constituent companies signing this agreement.

In witness whereof, each of the above named constituent companies, and the directors of said companies as well, parties hereto, have caused these presents to be signed by said directors, and by the President and Secretary of each of said companies and have caused the respective corporate seals of said companies to be affixed the day and year first above written.

THE AKRON TRACTION AND ELECTRIC COMPANY,
By HENRY A. EVERETT, *President.*
CHARLES F. MOORE, *Secretary.*

[CORPORATE SEAL.]

480 HENRY A. EVERETT,
WILL CHRISTY,
EDWARD W. MOORE,
LOUIS E. BEILSTEIN,
WM. B. SANDERS,
Directors of the Akron Traction and Electric Company.

THE AKRON, BEDFORD & CLEVELAND
RAILROAD CO.,
By HENRY A. EVERETT, *President.*
FRED S. BORTON, *Secretary.*

[CORPORATE SEAL.]

HENRY A. EVERETT.
ISAAC N. TOPLIFF.
WILL CHRISTY.
EDWARD F. MOORE.
CHAS. W. WASON.
Directors of The Akron, Bedford & Cleveland Railroad Company.

1 STATE OF OHIO,
Cuyahoga County, ss:

Personally appeared before me, a Notary Public in and for said
unty and state, the above named Henry A. Everett, President, and
arles F. Moore, Secretary, of The Akron Traction & Electric Com-
ny, and acknowledged that they did sign and seal the foregoing
strument, and that the same is their free act and deed, and the free
d corporate act and deed of The Akron Traction & Electric Com-
ny.
In witness whereof, I have hereunto set my hand and seal at Cleve-
nd, Ohio, this 26th day of May, 1899.
[SEAL.] G. E. BENDER,
Notary Public.

ATE OF OHIO,
Cuyahoga County, ss:

Personally appeared before me, a Notary Public in and for said
unty and state, Henry A. Everett, President, and Fred S. Borton,
Secretary of The Akron, Bedford & Cleveland Railroad Com-
2 pany, who acknowledged that they did sign and seal the fore-
going instrument, and that the same is their free act and deed,
d the free and corporate act and deed of The Akron, Bedford &
eveland Railroad Company.
In witness whereof, I have hereunto set my hand and seal at
eveland, Ohio, this 26th day of May, 1899.
[SEAL.] G. E. BENDER,
Notary Public.

33 I, Charles F. Moore, Secretary of The Akron Traction and
Electric Company, do hereby certify that the Agreement of
onsolidation hereto attached, was submitted to the stockholders of
he Akron Traction & Electric Company, at a meeting thereof, called
parately, for the purpose of taking the same into consideration; due
otice of the time and place of holding such meeting, and the object
ereof, had been given by written or printed notices, addressed to

each of the persons in whose name the capital stock of the company stands on the books thereof, and also by a like notice published in The Akron Democrat, a newspaper in the City of Akron, where such company has its principal office and place of business.

I further certify that at such meeting of the stockholders the agreement of the Directors was considered, and a vote by ballot taken for the adoption or rejection thereof, each share of stock upon which had been paid all the installments called for by the Board of Directors entitling the holder thereof to one vote; the ballots were cast in
484 person or by proxy, and four votes representing nine hundred and ninety-seven shares of stock, being more than two-thirds of all the votes cast at the meeting, were in favor of the adoption of the agreement.

In witness whereof, I have set my hand and seal this Fifth day of July, A. D. 1899.

[CORPORATE SEAL.] C. F. MOORE, *Secretary.*

10¢ I. R. Stamp cancelled.

485 & 486 I, Fred S. Borton, Secretary of The Akron, Bedford and Cleveland Railroad Company, do hereby certify that the agreement of consolidation hereto attached was submitted to the stockholders of The Akron, Bedford and Cleveland Railroad Company at a meeting thereof called separately for the purpose of taking the same into consideration; due notice of the time and place of holding such meeting, and the object thereof had been given by written or printed notices addressed to each of the persons in whose names the capital stock of the company stands on the books thereof, and also by a like notice published in the Cleveland Leader, a newspaper in the City of Cleveland, where such company has its principal office and place of business.

I further certify that at such meeting of stockholders the agreement of the directors was considered, and a vote by ballot was taken for the adoption or rejection thereof, each share of stock upon which had been paid all the installments called for by the Board of Directors entitling the holder thereof to one vote; the ballots were cast in person or by proxy, and eight votes, representing 9012
487 shares of stock, being more than two-thirds of all the votes cast at the meeting, were in favor of the adoption of the agreement.

In Witness Whereof, I have set my hand and seal this 3d day of July, 1899.

[CORPORATE SEAL.] FRED S. BORTON, *Secretary.*

10¢ I. R. Stamp cancelled.

487½ UNITED STATES OF AMERICA,
State of Ohio:

Office of the Secretary of State.

I, Charles Kinney, Secretary of State of the State of Ohio, do hereby certify that the annexed instrument is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the Articles of Incorporation of "The Northern Ohio Traction Company" filed in this office on the 12th day of July, A. D., 1899, and recorded in Volume 78, Page 113, of the Records of Incorporations.

Witness My Hand and Official Seal, at Columbus, this 12th day of July, A. D. 1899.

[SEAL.]

CHARLES KINNEY,
Secretary of State.

488 Mr. Mather: We offer in evidence Defendant's Exhibit J. Said Defendant's exhibit J is a blue print, hereto annexed and made a part hereof at page — hereof.

Mr. Frank: On Defendant's exhibit D. I object to the introduction of the letter of January 16th, the second letter that is attached to that. That is the second offer. The final disagreement was on the other offer.

The Court: It may be admitted.

Plaintiff excepts.

For copy of said defendant's exhibit D see pages — to — hereof both inclusive.

Mr. Mather: We now offer in evidence defendant's exhibit Q.

Mr. Frank: We object to that.

The Court: It may be admitted so much of it as pertains to this case.

Plaintiff excepts.

A true copy of said defendant's exhibit Q as admitted by the court is hereto annexed and made a part hereof, see page — hereof.

489 Mr. Mather: We now offer in evidence defendant's exhibits R, O, and P.

Mr. Frank: We object.

The Court: They may be admitted in so far as they pertain to this case.

True copies of said defendant's exhibits R, O and P, are hereto annexed and made a part hereof, as admitted by the court, at pages —, —, and —, hereof respectively.

490 Mr. Mather: We now offer in evidence Defendant's exhibit B and Defendant's exhibit Y.

True copies of said defendant's exhibit B are hereto attached and made a part hereof as defendant's exhibit B-1, B-2, and B-3, at pages — to — hereof both inclusive.

True copies of said defendant's exhibit Y are hereto next attached and made a part hereof see pages — to — hereof inclusive.

491 DEFENDANT'S EXHIBIT Y.

These Articles of Incorporation of The Northern Realty Company

Witnesseth, That we, the undersigned, all of whom are citizens of the State of Ohio, desiring to form a corporation, for profit under the general corporation laws of said State, do hereby certify:

First. The name of said corporation shall be The Northern Realty Company.

Second. Said corporation is to be located at Akron, in Summit County, Ohio, and its principal business there transacted.

Third. Said corporation is formed for the purpose of buying selling, exchanging and generally dealing in real properties, improved and unimproved, office building, store buildings, dwelling houses farms, lots, wharves, water rights and privileges; building, construcing, operating, maintaining, leasing and selling dwelling houses apartment houses and business blocks and other real property of all kinds and description; maintaining a general real estate agency and doing all things incident to a general real estate business.

In furtherance and not in limitation of the foregoing objects, but as a part of the objects of this corporation, said company shall have power;

(*a*) To acquire the real property, in whole or in part, of any person, firm or company, and to pay therefor in cash, or stocks bonds debentures or notes of this corporation or otherwise, and to assume the liabilities thereof.

(*b*) Issue bonds, debentures or obligations of the corporation secure the payment by mortgage, pledge, deed of trust, or otherwise and dispose of and market the same.

The foregoing clauses shall be construed both as objects
492 and as powers, but no recitation or declaration of specific special objects or powers herein enumerated shall be deemed to be exclusive; but it is hereby expressly declared that all other powers not inconsistent therewith, now or hereafter permitted granted under the laws of Ohio, are hereby expressly included.

Fourth. The Capital stock of said corporation shall be Ten Thousand Dollars, ($10,000.00) divided into one hundred (100) shares of One Hunded Dollars, ($100.00) each,

In witness whereof, we have hereunto set our hands, this 12 day of October, A. D. 1909.

WILL CHRISTY.
CHARLES H. HOWLAND
CHAS. H. LAHR.
C. F. MOORE.
R. L. JOHNSTON.

493 THE STATE OF OHIO,
County of Summit, ss:

Personally appeared before me, the undersigned, a Notary Public in and for said County, this 12th. day of October, A. D. 1909, the above named Will Christy, Charles H. Howland, Charles H. Lahr, C. F. Moore and R. L. Johnston, who each severally acknowledged the signing of the foregoing articles of incorporation to be his free act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year last aforesaid.

[SEAL.] N. O. MATHER,
Notary Public.

THE STATE OF OHIO,
County of Summit, ss:

I, C. D. Crumb, Clerk of the Court of Common Pleas, within and for the county aforesaid, do hereby certify that N. O. Mather, whose name is subscribed to the foregoing acknowledgment as a Notary Public, was at the date thereof a Notary Public in and for said county, duly commissioned and qualified, and authorized as such to take said acknowledgment, and further that I am well acquainted with his handwriting and believe that the signature to said acknowledgment is genuine.

In witness whereof, I have hereunto set my hand and affixed the seal of said Court at Akron, Ohio, this 12 day of October A. D. 1909.

[SEAL.] C. D. CRUMB, *Clerk.*

494 UNITED STATES OF AMERICA,
State of Ohio:

Office of the Secretary of State.

I, Carmi A. Thompson, Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the Articles of Incorporation of "The Northern Realty Company," filed in this office on the 5 day of Nov. A. D. 1909 and recorded in Volume 123—Page 426—of the Records of Incorporations.

Witness my hand and official seal at Columbus, Ohio, this 5th day of November, A. D. 1909.

[SEAL.] CARMI A. THOMPSON,
Secretary of State.

Filed Feb 4- 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

495 Mr. Mather: We now offer in evidence defendant's exhibits T-1 to T-15 inclusive.

True copies of said defendant's exhibit- T-1 to T-15 inclusive, as testified to by the witness Lahr, are hereto next annexed and made a part hereof on pages 439 to 453 hereof inclusive respectively.

496 DEFENDANT'S EX. T-1.

The Northern Ohio Traction & Light Company to L. E. Beilstein, Dr.

1910. Toledo, Ohio.

As per Invoices or Statement Attached.

Attached Invoice..... 20.00

TOLEDO, OHIO, March 23, 1910.

The Northern Ohio Traction & Light Company to L. E. Beilstein, Dr.

Expenses attending meeting of Special Power Committee, March 2nd and 11th, 1910..... $20.00

New Central Power Station.

O. K.
BAUSCH.

Received M'ch 26, 1910, of The Northern Ohio Traction & Light Co. Twenty and 00/100 Dollars, in full of the above account.
$20.00. L. E. BEILSTEIN.

Please Date, Receipt and Return Voucher Immediately.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

Form 5—5M—8-19-13—41637

No. 7616 $ 20.00

L. E. Beilstein.

Toledo. O

For Expenses

Month of March 1910

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account		
Material on Hand, Cuyahoga Falls		
" " " Canton		
Electrical Supplies		
ROAD		20.00
#124 New Central		
Power Station	20.00	

Defendant's Ex. T-1.

1	Supt. Ways and S.			Brought	
2	Ballast		54	Mis. p'rp't sup. & ex.	
3	Ties		55	Sub st'n sup. and exp.	
4	Rails		56	Power purchased	
5	Rail F'st'ng & Joints		57	Power exch'n'd Bal.	
6	Specia Work		58	Other operations, Dr.	
7	Underground con't'n		59	Other operations, Cr.	
8	R. and T. Labor		60	Pass. con., mot., tr'm	
9	Paving		61	Ft. & ex. " " "	
10	Misc. R. & T. exp		62	Mis. car service emp.	
11	Cleaning & Sanding		63	Mis. car service exp.	
12	Remov, mow, ice, s'd		64	Station employees	
13	Tunnels		65	Station expenses	
15	Bridg., trss. & culv.		66	Carhouse employees	
16	Cross'gs, fence, signs		67	Carhouse expenses	
17	Signal & in'rl'k'gsys		68	Op. sig'l int'rl'k'g sys	
18	Tel. & telg. systems		69	Op. tel. & telg. sys.	
19	Other mis. way exp.		70	Ex. frt. coll'ns & deliv.	
20	Poles and fixtures		71	Loss and damage	
21	Underg'd conduits		72	Other transp'n exp.	
22	Transmission system		73	Sal. & ex. gen. of'rs.	
23	Distribution system		74	Sal. ex. gen. of cks.	
24	Misc. electric line exp.		75	Gen. of Sup. & ex	
25	Buildings & structures		76	Law expenses	
26	Dep'c'n way & str's.		77	Relief Dept. exp.	
27	Other operations, Dr.		78	Pensions	
28	Other operations, Cr.		79	Mis. general exp.	
29	Super. of equipment		80	Other operations, Dr.	
30	Power plant equip't		81	Other operations, Cr.	
31	Substation equipment		82	Injuries and damages	

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....

Form 5—531—8-19-13—41637

No. 79 7 7 $ 107.63

C. R. Chandler, Cashier,

City.

For Freight & Drayage,

Month of April 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
#124 New Central Power Station	.85		

RAILWAY

1 Supt. Ways and S.			
2 Ballast			
3 Ties			
4 Rails			
5 Rail F'st'ng & Joints			
6 Specia Work			
7 Underground con'l'n			
8 R. and T. Labor			
9 Paving			
10 Misc. R. & T. exp.			
11 Cleaning & Sanding			
12 Remov. snow, ice, s'd			
13 Tunnels			
15 Bridg., tres, & culv.			
16 Cross'gs, fence, signs			
17 Signal & in'rl'k'gsys			
18 Tel. & telg. systems			
19 Other mis. way exp.			
20 Poles and fixtures			
21 Underg'd conduits			
22 Transmission system			
23 Distribution system			
24 Misc. electric line exp.			
25 Buildings & structures			
26 Dep'c'n way & str's			
27 Other operations, Dr.			
28 Other operations, Cr.			
29 Super. of equipment			
30 Power plant equip't			
31 Substation equipment			
Brought			
54 Mis. p'rp't sup. & ex.			
55 Sub st'n sup. and exp.			
56 Power purchased			
57 Power exch'n'd Bal.			
58 Other operations, Dr.			
59 Other operations, Cr.			
60 Pass. con., mot., tr'm			
61 Ft. & ex. " " "			
62 Mis. car service emp.			
63 Mis. car service exp.			
64 Station employees			
65 Station expenses			
66 Carhouse employees			
67 Carhouse expenses			
68 Op. sig'l int'rl'k'g sys			
69 Op. tel. & telg. sys.			
70 Ex. frt. coll'ns & deliv.			
71 Loss and damage			
72 Other transp'n exp.			
73 Sal. & ex. gen. of'rs.			
74 Sal. ex. gen. of cks.			
75 Gen. of Sup. & ex			
76 Law expenses			
77 Relief Dept. exp.			
78 Pensions			
79 Mis. general exp.			
80 Other operations, Dr.			
81 Other operations, Cr.			
82 Injuries and damages			

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
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" Midvale.....
" Macedonia.....
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" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

497 DEFENDANT'S EX. T-2.

Apr. 15, 1910.

M. Northern O. T. Co. to Adams Express Company, Dr.

For transportation of B. 22 from Ch'go, Ill..... $.85

Charges advanced.
Val. 500.00.

SARGENT & LUNDY.

New Power Plant.

Received Payment for the Company.

O. K. W. B. MAY.

#124 New Central Power Sta.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

498 DEFENDANT'S EX. T-3.

The Northern Ohio Traction & Light Company to Sargent & Lundy, Dr.

1910.

As per Invoices or Statement Attached.

May 20, Invoice..... 750.00

To Sargent & Lundy, Dr., Engineers.

CHICAGO, 20th May, 1910.

Northern Ohio Traction & Lt. Co., Akron, Ohio.

Engineering Services in connection with Preliminary Report, as per our letter March 3, 1910, and Mr. Mahler's reply March 17, 1910..... 750

Goods received —.
Charge #124 New Central Power Sta.
Correct: C. F. M.
Correct: C. C.
Approved by
B. MAHLER

Received July 5th, 1910, [illegible]
Company Seven Hundred Fifty and
above account.

SARG[illegible]
By M. C. GIN[illegible]

$750.00.

Please Date, Receipt and Return Voucher Immediately.

The Northern Ohio Traction & Light Company

Pay to order of Sargent & [illegible]
no/100 Dollars.
To The Central Savings & Trust Co., Akron
8590.

THE NORTHERN OHIO
LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:
WILL CHRISTY, *President.*

[Endorsed:] Pay to the order of Corn Exchange National Bank. Sargent & Lundy.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

Form S— 3M—8-19-13—41535

No. 8590 $ 750.00

Sargent & Lundy.

Chicago, Ill.

For Engineering Services

Month of May 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
ROAD.		750.00	
#124 New Central Power Station 750.00			

RAILWAY

1	Supt. Ways and S.			54	Sup., p'p't sup. & ex		
2	Ballast			55	Sub st'n sup. and exp.		
3	Ties			56	Power purchased		
4	Rails			57	Power exch'n'd Bal.		
5	Rail F'st'ng & Joints			58	Other operations, Dr.		
6	Specia Work			59	Other operations, Cr.		
7	Underground con't'n			60	Pass. con., mot., tr'm		
8	R. and T. Labor			61	Ft. & ex. " " "		
9	Paving			62	Mis. car service emp.		
10	Misc. R. & T. exp.			63	Mis. car service exp.		
11	Cleaning & Sanding			64	Station employees		
12	Remov, mow, ice, s'd			65	Station expenses		
13	Tunnels			66	Carhouse employees		
15	Bridg., tres, & culv.			67	Carhouse expenses		
16	Cross'gs, fence, signs			68	Op. sig'l int'rl'k'g sys		
17	Signal & in'rl'k'gsys			69	Op. tel. & telg. sys.		
18	Tel. & telg. systems			70	Ex. frt. coll'ns & deliv.		
19	Other mis. way exp.			71	Loss and damage		
20	Poles and fixtures			72	Other transp'n exp.		
21	Undergr'd conduits			73	Sal. & ex. gen. of'rs.		
22	Transmission system			74	Sal. ex. gen. of cks.		
23	Distribution system			75	Gen. of Sup. & ex		
24	Misc. electric line exp.			76	Law expenses		
25	Buildings & structures			77	Relief Dept. exp		
26	Dep'c'n way & str's			78	Pensions		
27	Other operations, Dr.			79	Mis. general exp.		
28	Other operations, Cr.			80	Other operations, Dr.		
29	Super. of equipment						

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
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" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
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" Massillon.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
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" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....

Form 5—5M—8-19-13—41637

No. 9346 $ 50.00

L. E. Beilstein.

Toledo. O.

For Expenses

Month of August. 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
ROAD.		50.00	
#124 New Central Power Station	50.00		

RAILWAY

1	Supt. Ways and S.				Brought		
2	Ballast			54	Mis. p'rp't sup. & ex.		
3	Ties			55	Sub st'n sup. and exp.		
4	Rails			56	Power purchased		
5	Rail F'st'ng & Joints			57	Power exch'n'd Bal.		
6	Specia Work			58	Other operations, Dr.		
7	Underground con't'n			59	Other operations, Cr.		
8	R. and T. Labor			60	Pass. con., mot., tr'm		
9	Paving			61	Ft. & ex. " " "		
10	Misc. R. & T. exp.			62	Mis. car service emp.		
11	Cleaning & Sanding			63	Mis. car service exp.		
12	Remov, snow, ice, s'd			64	Station employees		
13	Tunnels			65	Station expenses		
15	Bridg., tres, & culv.			66	Carhouse employees		
16	Cross'gs, fence, signs			67	Carhouse expenses		
17	Signal & in'tl'k'gsys			68	Op. sig'l int'tl'k'g sys		
18	Tel. & telg. systems			69	Op. tel. & telg. sys.		
19	Other mis. way exp.			70	Ex. frt. coll'ns & deliv.		
20	Poles and fixtures			71	Loss and damage		
21	Underg'd conduits			72	Other transp'n exp.		
22	Transmission system			73	Sal. & ex. gen. of'rs.		
23	Distribution system			74	Sal. ex. gen. of clks.		
24	Misc. electric line exp.			75	Gen. of Sup. & ex		
25	Buildings & structures			76	Law expenses		
26	Dep'c'n way & str's.			77	Relief Dept. exp.		
27	Other operations, Dr.			78	Pensions		
28	Other operations, Cr.			79	Mis. general exp.		
29	Super. of equipment			80	Other operations, Dr.		

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

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" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....

499 DEFENDANT'S EX. T-4.

The Northern Ohio Traction & Light Company to L. E. Beilstein, Dr., Toledo, O.

1910.

As per Invoices or Statement Attached.

Expenses re Selection of Power House Site..... $50.00

August 18th, 1910.

Northern Ohio Traction & Light Co. to L. E. Beilstein.

Services and Expenses on Power Committee, July 18th, 1910 ..... $50.00

Duplicate.

Received Aug. 9, 1910, of The Northern Ohio Traction & Light Company Fifty and 00/100 Dollars, in full of the above account.

L. E. BEILSTEIN.

$50.00.

Please Date, Receipt and Return Voucher Immediately.

The Northern Ohio Traction & Light Co. No. 18734.

AKRON, OHIO, Aug. 6, 1910.

Pay to the order of Chas. Currie Gen'l Manager $50.00 Fifty and 00/100 Dollars.

To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:
WILL CHRISTY, *President.*

[Endorsed:] Pay to the order of L. E. Beilstein. Chas. Currie.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

500 DEFENDANT'S EX. T-5.

The Northern Ohio Traction & Light Company to Ed. Goodwin, Auto Garage, Dr.

1910.

As per Invoices or Statement Attached.

Aug 31, Invoice..... 5.00

Aug. 31, 1910.

Northern Ohio Traction Co., Ed. Goodwin, Dr.

Auto Garage, New Philadelphia, O.

Livery on 2 Autos ordered by Freeman..... $5.00

Goods received —.
Charge 124 New Central P. Sta.
Correct: C. F. M.
Correct: C. C.
Inspecting Power site.
E. M. D.

These autos were for Mr. Currie and party.

(O. K. D. A. S.)

Received Oct. 27. 1910. of The Northern Ohio Traction & Light Company Five & 00/100 Dollars, in full of the above account.
$5.00.

ED. GOODWIN AUTO GARAGE.

Please Date, Receipt and Return Voucher Immediately.

The Northern Ohio Traction & Light Co. No. 19465.

(107345.)

AKRON, OHIO, Oct. 25/10.

Pay to the order of Ed. Goodwin Auto Garage $5.00 Five & 00/100 Dollars.
To The Central Savings & Trust Co., Akron, Ohio.
9909.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

[Endorsed:] Ed. Goodwin Auto Garage.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

Form 5—5M—8-19-13—41637

No. 9909 $ 5.00

Ed. Goowin, Auto Garage

New Philadelphia, Ohio.

For Livery On 2 Auto.

Month of September 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
Road.			5.00
#124 New Central			
Power Station	5.00		

RAILWAY

1 Supt. Ways and S.			Brought		
2 Ballast			54 Mis. p'rp't sup. & ex.		
3 Ties			55 Sub st'n sup. and exp.		
4 Rails			56 Power purchased		
5 Rail F'st'ng & Joints			57 Power exch'n'd Bal.		
6 Specia Work			58 Other operations, Dr.		
7 Underground con't'n			59 Other operations, Cr.		
8 R. and T. Labor			60 Pass. con., mot., tr'm		
9 Paving			61 Ft. & ex. " " "		
10 Misc. R. & T. exp.			62 Mis. car service emp.		
11 Cleaning & Sanding			63 Mis. car service exp.		
12 Remov, snow, ice, s'd			64 Station employees		
13 Tunnels			65 Station expenses		
15 Bridg., tres, & culv.			66 Carhouse employees		
16 Cross'gs, fence, signs			67 Carhouse expenses		
17 Signal & in'd'k'gsys			68 Op. sig'l int'rl'k'g sys		
18 Tel. & telg. systems			69 Op. tel. & telg. sys.		
19 Other mis. way exp.			70 Ex. frt. coll'ns & deliv.		
20 Poles and fixtures			71 Loss and damage		
21 Underg'd conduits			72 Other transp'n exp.		
22 Transmission system			73 Sal. & ex. gen. of'rs.		
23 Distribution system			74 Sal. ex. gen. of cks.		
24 Misc. electric line exp.			75 Gen. of Sup. & ex.		
25 Buildings & structures			76 Law expenses		
26 Dep'c'n way & str's.			77 Relief Dept. exp.		
27 Other operations, Dr.			78 Pensions		
28 Other operations, Cr.			79 Mis. general exp.		
29 Super. of equipment			80 Other operations, Dr.		
30 Power plant equip't			81 Other operations, Cr.		

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

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54 Akron.....
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" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....

Form 5—5M—6-19-13—41637

No. 10452 $ 5.30

S. G. Brown.

Caldwell, O.

For Services

Month of November 190.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Pr. Company			5.30

RAILWAY

1	Supt. Ways and S.				Brought		
2	Ballast			54	Mis. p'rp't mp. & ex.		
3	Ties			55	Sub st'n sup. and exp.		
4	Rails			56	Power purchased		
5	Rail F'st'ng & Joints			57	Power exch'n'd Bal.		
6	Specia Work			58	Other operations, Dr.		
7	Underground con't'n			59	Other operations, Cr.		
8	R. and T. Labor			60	Pass. con., mot., tr'n		
9	Paving			61	Ft. & ex. " " "		
10	Misc. R. & T. exp.			62	Mis. car service emp.		
11	Cleaning & Sanding			63	Mis. car service exp.		
12	Renov, snow, ice, s'd			64	Station employees		
13	Tunnels			65	Station expenses		
15	Bridg., tres, & culv.			66	Carhouse employees		
16	Cross'gs, fence, signs			67	Carhouse expenses		
17	Signal & in'rl'k'gays			68	Op. sig'l int'rl'k'g sys		
18	Tel. & telg. systems			69	Op. tel. & telg. sys.		
19	Other mis. way exp.			70	Ex. frt. coll'n & deliv.		
20	Poles and fixtures			71	Loss and damage		
21	Underg'd conduits			72	Other transp'n exp.		
22	Transmission system			73	Sal. & ex. gen. of'rs		
23	Distribution system			74	Sal. ex. gen. of clks		
24	Misc. electric line exp.			75	Gen. of Sup. & ex		
25	Buildings & structures			76	Law expenses		
26	Dep'c'n way & str's			77	Relief Dept. exp.		
27	Other operations, Dr.			78	Pensions		
28	Other operations, Cr.			79	Mis. general exp.		
29	Super. of equipment			80	Other operations, Dr.		
30	Power plant equip't			81	Other operations, Cr.		

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
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" Kenmore Barn.....
51 Akron.....
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54 Akron.....
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" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

501 DEFENDANT'S EX. T-6.

The Northern Ohio Traction & Light Company to S. G. Brown, Caldwell, Ohio, Dr.

1910.

As per Invoices or Statement Attached.

Nov. 10, Invoice..... 5.30

O. K.
C. C.

Noble County Surveyor, S. G. Brown.

CALDWELL, O., Nov. 10, 1910.

C. Currie, Dr., Gen'l Mgr. N. O. T. & L. Co., Akron, O.

To S. G. Brown—one day, inspecting coal lease Noble Co.... $5.00
" " " " —expenses—car fare..... .30

$5.30

Received Nov. 15, 1910, of The Northern Ohio Traction & *Ligh* Light Company Five & 30/100 Dollars, in full of the above account.

S. G. BROWN,
Caldwell, O.

$5.30.

Please Date, Receipt and Return Voucher immediately.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

502 DEFENDANT'S EX. T-7.

The Northern Ohio Traction & Light Company to J. D. Brake, C
Falls, O., Dr.

1910.

As per Invoice or Statement Attached.

Nov. 10, Invoice..... 5.

Nov. 10th, 1910

N. O. T. & L. Co. to J. D. Brake, Dr.

Nov. 10, Meals and Lodging..... 5.

Ex'p's Crew Northern.

O. K.
C. C.

Received payment.

J. D. BRAKE

Received 1910. of The Northern Ohio Traction & Light Co. F
and 50/100 Dollars, in full of the above account.
Receipt attached.
$5.50.

Please Date, Receipt and Return Voucher Immediately.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKe
Clerk.

Form 5—5M—8-19-13—41637

No. 10448 $ 5.50

J. D. Brake.

Cuy. Falls.

For Expenses

Month of November 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Power Company		5.50	

RAILWAY

1 Steam Ways ex				Brought	
2 Elect'l			54	Mis. p'rp't sup. & ex.	
3 Ties			55	Sub st'n sup. and exp.	
4 Rails			56	Power purchased	
5 Rail F'st'ng & Joints			57	Power exch'n'd Bal.	
6 Specia Work			58	Other operations, Dr.	
7 Underground con'i'n			59	Other operations, Cr.	
8 R. and T. Labor			60	Pass. con., mot., tr'm	
9 Paving			61	Ft. & ex. " " "	
10 Misc. R. & T. exp			62	Mis. car service emp.	
11 Cleaning & Sanding			63	Mis. car service exp.	
12 Remov. snow, ice, s'd			64	Station employees	
13 Tunnels			65	Station expenses	
15 Bridg., tres, & culv.			66	Carhouse employees	
16 Cross'gs, fence, signs			67	Carhouse expenses	
17 Signal & in'rl'k'guys			68	Op. sig'l int'd'k'g sys	
18 Tel. & telg. systems			69	Op. tel. & telg. sys.	
19 Other mis. way exp.			70	Ex. frt. coll'ns & deliv.	
20 Poles and fixtures			71	Loss and damage	
21 Underg'd conduits			72	Other transp'n exp.	
22 Transmission system			73	Sal. & ex. gen. of'rs	
23 Distribution system			74	Sal. ex. gen. of cks	
24 Misc. electric line exp			75	Gen. of Sup. & ex	
25 Buildings & structures			76	Law expenses	
26 Dep'c'n way & str's			77	Relief Dept. exp.	
27 Other operations, Dr.			78	Pensions	
28 Other operations, Cr.			79	Mis. general exp.	
29 Super. of equipment			80	Other operations, Dr.	
30 Power plant equip't			81	Other operations, Cr.	

Brought.....			
TRANSMISSION			
209 Sub station wages.....			
210 Maint. trans. lines.....			
211 Sub station sup. & exp.....			
212 Maintaining sub station buildings.....			
213 " " " equipment.....			
STORAGE BATTERY			
214 Wages.....			
215 Supplies.....			
216 Battery repairs.....			
217 " accessories.....			
DISTRIBUTION			
218 Wages.....			
219 Supplies and expenses.....			
220 Set'g and rem. meters and transformers.....			
221 Underground conduits.....			
222 Overhead dis. lines.....			
223 Underground dis. lines.....			
224 Services.....			
225 Transformers.....			
226 Meters.....			
UTILIZATION			
227 Commercial arc installation.....			
228 Inspection customers' premises.....			
229 Municipal arc installation.....			
230 " incandescent installation.....			
231 Commercial arc repairs.....			
232 " incandescent renewals.....			

25 Akron.....			
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" Gorge.....			
55 Ravenna.....			

Form 5—3M—6-19-13—41637

No. 10436 $ 65.10

Chas. Currie Gen'l Mgr.,
& Committee.

City,

For Expenses To Inspect Coal

Month of November 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Power Company			65.00

RAILWAY

1 Supt. Ways and S.			
2 Ballast			
3 Ties			
4 Rails			
5 Rail F'st'g & Joints			
6 Specia Work			
7 Underground con't'n			
8 R. and T. Labor			
9 Paving			
10 Misc. R. & T. exp.			
11 Cleaning & Sanding			
12 Remov, snow, ice, s'd			
13 Tunnels			
15 Bridg., trss, & culv.			
16 Cross'gs, fence, signs			
17 Signal & in'rl'k'g sys			
18 Tel. & telg. systems			
19 Other min. way exp.			
20 Poles and fixtures			
21 Underg'd conduits			
22 Transmission system			
23 Distribution system			
24 Misc. electric line exp.			
25 Buildings & structures			
26 Dep'c'n way & str's.			
27 Other operations, Dr.			
28 Other operations, Cr.			
29 Super. of equipment			
30 Power plant equip't			

Brought			
54 Mis. p'rp't mp. & ex.			
55 Sub st'n mp. and exp.			
56 Power purchased			
57 Power exch'n'd Bal.			
58 Other operations, Dr.			
59 Other operations, Cr.			
60 Pass. con., mot., tr'm			
61 Ft. & ex. " " "			
62 Mis. car service emp.			
63 Mis. car service exp.			
64 Station employees			
65 Station expenses			
66 Carhouse employees			
67 Carhouse expenses			
68 Op. sig'l int'rl'k'g sys			
69 Op. tel. & telg. sys.			
70 Ex. frt. coll'ns & deliv.			
71 Loss and damage			
72 Other transp'n exp.			
73 Sal. & ex. gen. of'rs.			
74 Sal. ex. gen. of cks.			
75 Gen. of Sup. & ex			
76 Law expenses			
77 Relief Dept. exp.			
78 Pensions			
79 Mis. general exp.			
80 Other operations, Dr.			
81 Other operations, Cr.			

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....
233 Repairs customers' installation.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

503 DEFENDANT'S EX. T-8.

The Northern Ohio Traction & Light Company to Chas. Currie, Dr.

1910.

As per Invoices or Statement Attached.

Nov. 11. To Expenses Trip to Coal Mines at Ava, O., L. E. Beilstein, F. S. Borton, J. T. Ross, H. A. Everett, F. F. Wilkinson, W. E. Davis, and Chas. Currie, Hotel,—Ry. fares etc..... 65.10

The Northern Ohio Power Co.

Received — ——, 191–, of The Northern Ohio Traction & Light Company Sixty-five & 10/100 Dollars, in full of the above account.

CHAS. CURRIE.

$65.10.

Please Date, Receipt and Return Voucher Immediately.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

504 DEFENDANT'S EX, T-9.

O. K. C. C.

AKRON, OHIO, Nov. 17, 1910.

Received of The Northern Ohio Traction and Light Co. Seventy-five cents [Dollars]* for 3 meals for porter on trip to Canal Dover and return to Akron.

The Northern Ohio Power Co.
$.75.

R. DOUGLAS.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

[* Word enclosed in brackets erased in copy.]

No. 10431 $ 26.64.

C. R. Chandler, Cashier.

City.

For Sundries.

Month of November 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " Canton			
Electrical Supplies			
The Northern Ohio Pr. Company.			75.

1 Supe. Ways and S.				Brought			
2 Ballast				54 Mis. p'rp't sup. & ex.			
3 Ties				55 Sub st'n sup. and exp.			
4 Rails				56 Power purchased			
5 Rail F'st'ng & Joints				57 Power exch'n'd Bal.			
6 Specia Work				58 Other operations, Dr.			
7 Underground con't'n				59 Other operations, Cr.			
8 R. and T. Labor				60 Pass. con., mot., tr'm			
9 Paving				61 Ft. & ex. " " "			
10 Misc. R. & T. exp.				62 Mis. car service emp.			
11 Cleaning & Sanding				63 Mis. car service exp.			
12 Remov. snow, ice, s'd				64 Station employees			
13 Tunnels				65 Station expenses			
15 Bridg., tres, & culv.				66 Carhouse employees			
16 Cross'gs, fence, signs				67 Carhouse expenses			
17 Signal & in'rl'k'g sys				68 Op. sig'l int'rl'k'g sys			
18 Tel. & telg. systems				69 Op. tel. & telg. sys.			
19 Other mis. way exp.				70 Ex. frt. coll'ns & deliv.			
20 Poles and fixtures				71 Loss and damage			
21 Underg'd conduits				72 Other transp'n exp.			
22 Transmission system				73 Sal. & ex. gen. of'rs			
23 Distribution system				74 Sal. ex. gen. of clks			
24 Misc. electric line exp.				75 Gen. of Sup. & ex			
25 Buildings & structures				76 Law expenses			
26 Dep'c'n way & str's				77 Relief Dept. exp.			
27 Other operations, Dr.				78 Pensions			
28 Other operations, Cr.				79 Mis. general exp.			
29 Super. of equipment				80 Other operations, Dr.			
30 Power plant equip't				81 Other operations, Cr.			
31 Substation equipment				82 Injuries and damages			

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

No. 10430 $ 106.83

C. R. Chandler, Cashier,
City.

For Freight & Drayage.

Month of November, 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Power Co.,			.30

1 Supt. Ways and S.			
2 Ballast			
3 Ties			
4 Rails			
5 Rail F'st'ng & Joints			
6 Specia Work			
7 Underground con't'n			
8 R. and T. Labor			
9 Paving			
10 Misc. R. & T. exp.			
11 Cleaning & Sanding			
12 Remov, snow, ice, s'd			
13 Tunnels			
15 Bridg., tres, & culv.			
16 Cross'gs, fence, signs			
17 Signal & in'tl'k'gsys			
18 Tel. & telg. systems			
19 Other mis. way exp.			
20 Poles and fixtures			
21 Underg'd conduits			
22 Transmission system			
23 Distribution system			
24 Misc. electric line exp.			
25 Buildings & structures			
26 Dep'c'n way & str's.			
27 Other operations, Dr.			
28 Other operations, Cr.			
29 Super. of equipment			
30 Power plant equip't			
31 Substation equipment			
32 Pow'r & cond. sys.			

Brought			
5; sup'rp't sup. & ex			
55 Sub st'n sup. and exp.			
56 Power purchased			
57 Power exch'n'd Bal.			
58 Other operations, Dr.			
59 Other operations, Cr.			
60 Pass. con., mot., tr'm			
61 Ft. & ex. " " "			
62 Mis. car service emp.			
63 Mis. car service exp.			
64 Station employees			
65 Station expenses			
66 Carhouse employees			
67 Carhouse expenses			
68 Op. sig'l int'rl'k'g sys			
69 Op. tel. & telg. sys.			
70 Ex. frt. coll'ns & deliv.			
71 Loss and damage			
72 Other transp'n exp.			
73 Sal. & ex. gen. of'rs.			
74 Sal. ex. gen. of clks.			
75 Gen. of Sup. & ex			
76 Law expenses			
77 Relief Dept. exp.			
78 Pensions			
79 Mis. general exp.			
80 Other operations, Dr.			
81 Other operations, Cr.			
82 Injuries and damages			
83 Insurance			

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Ravenna.....
" Barberton.....
" A.....
" B.....
" Beach City.....
" Canton.....
" High St.....
" Midvale.....
" Macedonia.....
" Gorge.....
" Kenmore Barn.....
30 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
31 Ravenna.....
" Bedford.....
" Barberton.....
" A.....
" B.....
" Canton.....
" Massillon.....
" Beach City.....

Brought.....
" Kenmore Barn.....
51 Akron.....
" Cuyahoga Falls.....
51 Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
52 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Midvale.....
" Canton.....
" Gorge.....
53 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
54 Akron.....
" Cuyahoga Falls.....
" Bedford.....
" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

505 DEFENDANT'S EX. T-10.

AKRON, O., Nov. 18, 1910.

M.

Chas. Currie to Adams Express Company, Dr.

For Transportation of Pa. 2 Caldwell O..... $.30

Charges advanced.
Coal property maps.

The Northern Ohio Power Co.

Received Payment for the Company.
LEFF.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

506 DEFENDANT'S EX. T-11.

The Northern Ohio Traction & Light Company to Chas. Currie, Gen'l Mgr., Dr.

1910.

As per Invoices or Statement Attached.

Expenses for Will Christy, H. A. Everett, Chas. Currie, & W. E. Davis, on Eastern Trip inspecting Car Barns and Power Station..... 446.81

Received —— —, 191–, of The Northern Ohio Traction & Light Company Four hundred forty six and 81–100 Dollars in full of the above account.

CHAS. CURRIE.

$446.81.

Please Date, Receipt and Return Voucher Immediately.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

No. 10809 $ 446.81

Chas. Currie Gen'l Mgr

City

For Expenses Eastern Trip. Chas. Currie. H. A Everett. Will Christy. W. B. Davis.

Month of December, 1910

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Power Compan		446.81	
Defendant's Ex. T-11.			

1 Super. Ways an				Brought	
2 Ballast			54	Mis. p'rp't sup. & ex.	
3 Ties			55	Sub st'n sup. and exp.	
4 Rails			56	Power purchased	
5 Rail F'st'g & Joints			57	Power exch'n'd Bal.	
6 Special Work			58	Other operations, Dr.	
7 Underground con't'n			59	Other operations, Cr.	
8 R. and T. Labor			60	Pass. con., mot.; tr'm	
9 Paving			61	Ft. & ex. " " "	
10 Misc. R. & T. exp.			62	Mis. car service emp.	
11 Cleaning & Sanding			63	Mis. car service exp.	
12 Remov, snow, ice, s'd			64	Station employees	
13 Tunnels			65	Station expenses	
15 Bridg., tres, & culv.			66	Carhouse employees	
16 Cross'gs, fence, signs			67	Carhouse expenses	
17 Signal & in'rl'k'gsys			68	Op. sig'l int'rl'k'g sys	
18 Tel. & telg. systems			69	Op. tel. & telg. sys.	
19 Other mis. way exp.			70	Ex. frt. coll'ns & deliv.	
20 Poles and fixtures			71	Loss and damage	
21 Underg'd conduits			72	Other transp'n exp.	
27 Transmission system			73	Sal. & ex. gen. of'rs	
23 Distribution system			74	Sal. ex. gen. of cks.	
24 Misc. electric line exp			75	Gen. of Sup. & ex	
25 Buildings & structures			76	Law expenses	
26 Dep'c'n way & str's			77	Relief Dept. exp.	
27 Other operations, Dr.			78	Pensions	
28 Other operations, Cr.			79	Mis. general exp.	
29 Super. of equipment			80	Other operations, Dr.	
30 Power plant equip't			81	Other operations, Cr.	
31 Substation equipment			82	Injuries and damages	
32 Pass'g'r & comb. cars			83	Insurance	
33 Fr., ex., and mail cars			84	Depreciation & renewals	

	Brought.....			25	Akron.....				Brought.....		
	TRANSMISSION				" Cuyahoga Falls.....				" Kenmore Barn.....		
209	Sub station wages.....				" Bedford.....			51	Akron.....		
210	Maint. trans. lines.....				" Ravenna.....				" Cuyahoga Falls.....		
211	Sub station sup. & exp.....				" Barberton.....			51	Bedford.....		
212	Maintaining sub station buildings.....				" A.....				" Canton.....		
213	" " " equipment.....				" B.....				" Midvale.....		
	STORAGE BATTERY				" Beach City.....				" Gorge.....		
214	Wages.....				" Canton.....			52	Akron.....		
215	Supplies.....				" High St.....				" Cuyahoga Falls.....		
216	Battery repairs.....				" Midvale.....				" Bedford.....		
217	" accessories.....				" Macedonia.....				" Midvale.....		
	DISTRIBUTION				" Gorge.....				" Canton.....		
218	Wages.....				" Kenmore Barn.....				" Gorge.....		
219	Supplies and expenses.....			30	Akron.....			53	Akron.....		
220	Set'g and rem. meters and transformers.....				" Cuyahoga Falls.....				" Cuyahoga Falls.....		
221	Underground conduits.....				" Bedford.....				" Bedford.....		
222	Overhead dis. lines.....				" Canton.....				" Canton.....		
223	Underground dis. lines.....				" Midvale.....				" Midvale.....		
224	Services.....				" Gorge.....				" Gorge.....		
225	Transformers.....			31	Ravenna.....			54	Akron.....		
226	Meters.....				" Bedford.....				" Cuyahoga Falls.....		
	UTILIZATION				" Barberton.....				" Bedford.....		
227	Commercial arc installation.....				" A.....				" Canton.....		
228	Inspection customers' premises.....				" B.....				" Midvale.....		
229	Municipal arc installation.....				" Canton.....				" Gorge.....		
230	" incandescent installation.....				" Macedonia.....			55	Ravenna.....		
231	Commercial arc repairs.....										
232	" incandescent repairs.....										

No. 10886 $ 23.67

The W. Bingham Company.
Cleveland, O.

For Hardware.

Month of December 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
Northern Ohio Power Co.			7.00

2 Ballast			54 Mis. p'p'l sup. & ex.		
3 Ties			55 Sub st'n sup. and exp.		
4 Rails			56 Power purchased		
5 Rail F'st'ng & Joints			57 Power exch'n'd Bal.		
6 Specia Work			58 Other operations, Dr.		
7 Underground con't'n			59 Other operations, Cr.		
8 R. and T. Labor			60 Pass. con., mot., tr'm		
9 Paving			61 Ft. & ex. " " "		
10 Misc. R. & T. exp.			62 Mis. car service emp.		
11 Cleaning & Sanding			63 Mis. car service exp.		
12 Remov, snow, ice, t'd			64 Station employees		
13 Tunnels			65 Station expenses		
15 Bridg., tres, & culv.			66 Carhouse employees		
16 Crou'gs, fence, signs			67 Carhouse expenses		
17 Signal & in'd'l k'gsys			68 Op. sig'l int'd'l k'g sys		
18 Tel. & telg. systems			69 Op. tel. & telg. sys.		
19 Other mis. way exp.			70 Ex. frt. coll'ns & deliv.		
20 Poles and fixtures			71 Loss and damage		
21 Undergr'd conduits			72 Other transp'n exp.		
22 Transmission system			73 Sal. & ex. gen. of'rs		
23 Distribution system			74 Sal. ex. gen. of cks.		
24 Misc. electric line exp.			75 Gen. of Sup. & ex		
25 Buildings & structures			76 Law expenses		
26 Dep'c'n way & str's			77 Relief Dept. exp.		
27 Other operations, Dr.			78 Pensions		
28 Other operations, Cr.			79 Mis. general exp.		
29 Super. of equipment			80 Other operations, Dr.		
30 Power plant equip't			81 Other operations, Cr.		
31 Substation equipment			82 Injuries and damages		
32 Pass'g'r & comb. cars			83 Insurance		
33 Fr., ex., and mail cars			84 Stationery & printing		

Brought.....			25 Akron.....			Brought.....	
TRANSMISSION			" Cuyahoga Falls.....			" Kenmore Barn.....	
209 Sub station wages.....			" Bedford.....			51 Akron.....	
210 Maint. trans. lines.....			" Ravenna.....			" Cuyahoga Falls.....	
211 Sub station sup. & exp.....			" Barberton.....			51 Bedford.....	
212 Maintaining sub station buildings.....			" A.....			" Canton.....	
213 " " " equipment.....			" B.....			" Midvale.....	
STORAGE BATTERY			" Beach City.....			" Gorge.....	
214 Wages.....			" Canton.....			52 Akron.....	
215 Supplies.....			" High St.....			" Cuyahoga Falls.....	
216 Battery repairs.....			" Midvale.....			" Bedford.....	
217 " accessories.....			" Macedonia.....			" Midvale.....	
DISTRIBUTION			" Gorge.....			" Canton.....	
218 Wages.....			" Kenmore Barn.....			" Gorge.....	
219 Supplies and expenses.....			30 Akron.....			53 Akron.....	
220 Set'g and rem. meters and transformers.....			" Cuyahoga Falls.....			" Cuyahoga Falls.....	
221 Underground conduits.....			" Bedford.....			" Bedford.....	
222 Overhead dis. lines.....			" Canton.....			" Canton.....	
223 Underground dis. lines.....			" Midvale.....			" Midvale.....	
224 Services.....			" Gorge.....			" Gorge.....	
225 Transformers.....			31 Ravenna.....			54 Akron.....	
226 Meters.....			" Bedford.....			" Cuyahoga Falls.....	
UTILIZATION			" Barberton.....			" Bedford.....	
227 Commercial arc installation.....			" A.....			" Canton.....	
228 Inspection customers' premises.....			" B.....			" Midvale.....	
229 Municipal arc installation.....			" Canton.....			" Gorge.....	
230 " incandescent installation.....			" Massillon.....			55 Ravenna.....	
231 Commercial arc repairs.....			" Beach City.....			" Bedford.....	
232 " incandescent renewals.....							
233 Repairs customers' installation.....							

507 DEFENDANT'S EX. T-12.

The W. Bingham Co., Jobbers of Hardware, Metals, Cutlery, Tools, Manufacturer's Supplies, etc.

CLEVELAND, OHIO, Dec. 28, 1910.

Sold to The Northern Ohio Traction & Light Co., Akron, Ohio.

Power House. W. E. Davis.

2—5½ ft. Simmonds Cross Cut Saws 3.50 ..... 7.00
O. K. F. A. L.
Goods Received

F. A. LITTLE.

Charge The Northern Ohio Power Co.
Correct: —.
Correct: C. C.
New Power Plant.

The Northern Ohio Traction & Light Co. No. 20242.

Voucher No. 10886.

AKRON, OHIO, Jan. 10, 1911.

Pay to the order of The W. Bingham Co., $23.67 Twenty three & 67/100 Dollars.
To The Central Savings & Trust Co., Akron, Ohio.

THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:

WILL CHRISTY, *President.*

[Endorsed:] Pay to the order of the National Commercial Bank, Cleveland, Ohio, The W. Bingham Co., J. A. Robinson, Treas.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

508 DEFENDANT'S EX. T-13.

The Northern Ohio Power Co.

Payroll Last Half Dec., 1910.

Engineering and Superintendence.

1. W. E. Ludlow 13 da. 13/31 mo. @ $100.00 Superintendent						40.60	
2. Wm. A. Vordamon 72 hours @ 20¢ Engineer Hold						14.40	55.00

Power Plant Buildings.

Foreman.	3. Fred Cox	¼ mo. 8 days	@	$90.00		22.50	
Laborer.	4. J. I. Cross	78 hrs.	@	17½¢	Hold	13.65	
"	5. Fred Ohse	40 "	"	"		7.00	
"	6. A. Boswell	16 "	"	"		2.80	
"	7. I. R. Harkless	60 "		"	Hold	10.50	
"	8. R. Berger	15 "		"		2.60	
"	9. H. Vance	20 "		"		3.50	
"	10. Bert Powell	9 "		"		1.55	
"	11. Geo. Ellis	10 "		"		1.75	
"	12. P. Humphrey	10 "		"		1.75	
Teams.	13. Frank Crosby	20 "		40¢		8.00	
"	14. Theodore Reed	30 "		"		12.00	87.60
							$142.60

Deductions.

J. I. Cross	Advance by F. A. Little	5.00
F. R. Harkless	" " " " "	5.00
Wm. A. Vordeman	" " " " " (Mrs. Carrol 1.60)	5.00
F. R. Harkless	(Order for board to J. M. Iler)	3.75

Approved.
F. A. LITTLE,
W. E. D.

O. K.
WILL CHRISTY.

The Northern Ohio Traction & Light Co. No. 20234.

AKRON, OHIO, Jan. 10, 1911.

Pay to order of C. H. Lahr Paymaster $30,303.35 Thirty Thousand three hundred & three 35/ Dollars.
To The Central Savings & Trust Co., Akron, Ohio.
THE NORTHERN OHIO TRACTION & LIGHT CO.
J. R. NUTT, *Treasurer.*

Countersigned:
WILL CHRISTY, *President.*

[Endorsed:] C. H. Lahr, Paymaster.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

No. 11135 $ 30,303.25

Chas. H. Lahr, Paymaster.

City.

For Services Dec. 16 To 31 Inclus.

Month of December 190.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
Howard St. Reconst.			
The Northern Ohio			
Power Co.,		142.	60

1	Supt. Ways and S.			53	Mis. p'rp't sup. & ex.		
2	Ballast			54	Sub-st'n sup. and exp.		
3	Ties			55	Power purchased		
4	Rails			56	Power exch'n'd Bal.		
5	Rail F'st'ng & Joints			57	Other operations, Dr.		
6	Specia Work			58	Other operations, Cr.		
7	Underground con't'n.			59	Pass. con., mot., tr'm		
8	R. and T. Labor			60	Ft. & ex. " " "		
9	Paving			61	Mis. car service emp.		
10	Misc. R. & T. exp.			62	Mis. car service exp.		
11	Cleaning & Sanding			63	Station employees		
12	Remov. snow, ice, c'd			64	Station expenses		
13	Tunnels			65	Carhouse employees		
15	Bridg., tres. & culv.			66	Carhouse expenses		
16	Cross'gs, fence, signs			67	Op. sig'l int'rl'k'g sys		
17	Signal & in'rl'k'gsys			68	Op. tel. & telg. sys.		
18	Tel. & telg. systems			69	Ex. frt. coll'ns & deliv.		
19	Other mis. way exp.			70	Loss and damage		
20	Poles and fixtures			71	Other transp'n exp.		
21	Underg'd conduits			72	Sal. & ex. gen. of'rs		
22	Transmission system			73	Sal. ex. gen. of cks.		
23	Distribution system			74	Gen. of Sup. & ex		
24	Misc. electric line exp.			75	Law expenses		
25	Buildings & structures			76	Relief Dept. exp.		
26	Dep'c'n way & str's.			77	Pensions		
27	Other operations, Dr.			78	Mis. general exp.		
28	Other operations, Cr.			79	Other operations, Dr.		
29	Super. of equipment			80	Other operations, Cr.		
30	Power plant equip't.			81	Injuries and damages		
31	Substation equipment			82	Insurance		

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
223 Underground dis. lines.....
224 Services.....
225 Transformers.....
226 Meters.....

UTILIZATION

227 Commercial arc installation.....
228 Inspection customers' premises.....
229 Municipal arc installation.....
230 " incandescent installation.....
231 Commercial arc repairs.....
232 " incandescent renewals.....

25 Akron.....
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" Gorge.....
55 Ravenna.....

Form 5—536—6-19-13—41697

No. 10951 $ 267 44

The U. G. Ferick Lumber Co.,
City.

For Lumber.

Month of December 1919.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account			
Material on Hand, Cuyahoga Falls			
" " " Canton			
Electrical Supplies			
The Northern Ohio Power Company.		18.00	

1	Supt. Ways and S.				Brought		
2	Ballast			54	Mis. p'rp't sup. & ex.		
3	Ties			55	Sub st'n sup. and exp.		
4	Rails			56	Power purchased		
5	Rail F'st'ng & Joints			57	Power exch'n'd Bal.		
6	Specia Work			58	Other operations, Dr.		
7	Underground con't'n			59	Other operations, Cr.		
8	R. and T. Labor			60	Pass. con., mot., tr'm		
9	Paving			61	Ft. & ex. " " "		
10	Misc. R. & T. exp.			62	Mis. car service emp.		
11	Cleaning & Sanding			63	Mis. car service exp.		
12	Remov. snow, ice, s'd			64	Station employees		
13	Tunnels			65	Station expenses		
15	Bridg., tres, & culv.			66	Carhouse employees		
16	Cross'gs, fence, signs			67	Carhouse expenses		
17	Signal & in'tl'k'gsys			68	Op. sig'l int'tl'k'g sys		
18	Tel. & telg. systems			69	Op. tel. & telg. sys.		
19	Other mis. way exp.			70	Ex. frt. coll'ns & deliv.		
20	Poles and fixtures			71	Loss and damage		
21	Undergr'd conduits			72	Other transp'n exp.		
22	Transmission system			73	Sal. & ex. gen. of'rs		
23	Distribution system			74	Sal. ex. gen. of clks		
24	Misc. electric line exp.			75	Gen. of Sup. & ex		
25	Buildings & structures			76	Law expenses		
26	Dep'c'n way & str's.			77	Relief Dept. exp.		
27	Other operations, Dr.			78	Pensions		
28	Other operations, Cr.			79	Mis. general exp.		
29	Super. of equipment			80	Other operations, Dr.		
30	Power plant equip't			81	Other operations, Cr.		
31	Substation equipment			82	Injuries and damages		

Brought.....

TRANSMISSION

209 Sub station wages.....
210 Maint. trans. lines.....
211 Sub station sup. & exp.....
212 Maintaining sub station buildings.....
213 " " " equipment.....

STORAGE BATTERY

214 Wages.....
215 Supplies.....
216 Battery repairs.....
217 " accessories.....

DISTRIBUTION

218 Wages.....
219 Supplies and expenses.....
220 Set'g and rem. meters and transformers.....
221 Underground conduits.....
222 Overhead dis. lines.....
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224 Services.....
225 Transformers.....
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UTILIZATION

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" Canton.....
" Midvale.....
" Gorge.....
55 Ravenna.....
" Bedford.....

09 DEFENDANT'S EX. T-14.

The U. G. Frederick Lumber Co., 59 Cherry Street.

AKRON, OHIO, Dec. 19, 1910.

Sold to The N. O. T. & L. Co., Hamilton Bldg.

#22951.

00 stakes 1 x 3-15"	12.00
00-2 x 2-24" Oak 00 2 x 2-18" "	6.00
	18.00

Power House Gorge.

Goods received: F. A. Little.
Charge The Northern Ohio Power Co. 1—1.
Correct: F. A. L.
Correct: W. E. D.
(#124.) C. C.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

510 DEFENDANT'S EX. T-15.

Rent Notice.

The N. O. T. & L. Co.

11-12-204-6-8-22-24-27.

We beg to notify you that your rent is due and payable on th first proximo at the office of the Company.

Yours respectfully,

THE HAMILTON BUILDING CO.

Room rent $358.00 Jan. 12.50 additional.

Goods received —.
Charge —.
Correct: C. F. M.
Correct: The Northern Ohio Power Co. 12.50.
C. C.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKea Clerk.

511 Mr. Mather: We now offer in evidence defendant's exhibi from A to X inclusive.

Mr. Frank: We object to that offer.

The Court: I'll let it stand the way it is now. Those exhibits th court has admitted are in the record.

Mr. Mather: And those that have been overlooked are not in suppose.

The Court: Those that weren't admitted on an offer here are n admitted.

Mr. Mather: We offer in evidence defendant's exhibit A.

The Court: For what purpose?

Mr. Mather: Simply to show knowledge.

The Court. For that purpose they may be admitted.

Mr. Frank: We desire to reserve an objection and exception.

True copies of said defendant's exhibit A are hereto next annexe and made a part hereof at page 455 to 456 inclusive.

Filed Feb. 4, 1915, Supreme Court of Ohio. Frank E. McKea Clerk.

Form 5—SM—8-19-13—41637

No. 11035 $ 361.00

The Hamilton Building Co.

CITY

For Rent & Office Chair

Month of December 1910.

The Northern Ohio Traction and Light Company

MISCELLANEOUS

Expense Account	34 8.	50
Material on Hand, Cuyahoga Falls		
" " " Canton		
Electrical Supplies		
Northern Ohio Power Company	12.	50

RAILWAY

1	Supt. Ways and S...			Bl st...	
2	Ballast		54	Mis. p'rp't sup. & ex.	
3	Ties		55	Sub st'n sup. and exp.	
4	Rails		56	Power purchased	
5	Rail F'st'ng & Joints		57	Power exch'n'd Bal.	
6	Specia Work		58	Other operations, Dr.	
7	Underground con't'n		59	Other operations, Cr.	
8	R. and T. Labor		60	Pass. con., mot., tr'm	
9	Paving		61	Ft. & ex. " " "	
10	Misc. R. & T. exp.		62	Mis. car service emp.	
11	Cleaning & Sanding		63	Mis. car service exp.	
12	Remov. snow, ice, s'd		64	Station employees	
13	Tunnels		65	Station expenses	
15	Bridg., trss, & culv.		66	Carhouse employees	
16	Cross'gs, fence, signs		67	Carhouse expenses	
17	Signal & in'rl'k'gsys		68	Op. sig'l int'rl'k'g sys	
18	Tel. & telg. systems		69	Op. tel. & telg. sys.	
19	Other mis. way exp.		70	Ex. frt. coll'ns & deliv.	
20	Poles and fixtures		71	Loss and damage	
21	Underg'd conduits		72	Other transp'n exp.	
22	Transmission system		73	Sal. & ex. gen. of'rs	
23	Distribution system		74	Sal. ex. gen. of cks.	
24	Misc. electric line exp.		75	Gen. of Sup. & ex	
25	Buildings & structures		76	Law expenses	
26	Dep'c'n way & str's		77	Relief Dept. exp.	
27	Other operations, Dr.		78	Pensions	
28	Other operations, Cr.		79	Mis. general exp.	
29	Super. of equipment		80	Other operations, Dr.	
30	Power plant equip't		81	Other operations, Cr.	
31	Substation ...				

Brought.....

TRANSMISSION

209 Sub station wages.....
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STORAGE BATTERY

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12 DEFENDANT'S EXHIBIT "A."

TIFFIN, OHIO, Oct. 20, '06.

Will Christie, Akron, Ohio.

DEAR SIR: Pursuant to our conversation yesterday wherein you equested me to write you such propositions as were made to you erbally when I was there, I will state first:

That I hold an option upon the Sackett property below your Gorge roperty, which does not expire for two months 20 days. I hold an ption upon the Falls Rivet & Machine Co. property above yours, hich does not expire for about the same length of time.

I will enter into any one of the three following arrangements:

First: I will buy your property (The N. O. T. & L. Co's. Gorge roperty) or lease it for 99 years with the privilege of renewal, upon ny terms that are reasonable; and agree not to enter into competition ith you in the sale of electrical power or light at any place your company now holds franchises; and if desirable arrangements
13 can be made, will sell the out put of electrical power to your company at a rate cheaper than you can generate it by steam ower.

2. I will sell out my holdings to you, or

3. I will enter into an agreement, equitable to all parties, whereby e will develop jointly the whole power available now, or hereafter urchasable, on the river.

I will state further that I am Sure I am in a position to secure the wo powers immediately above the Rivet Co.'s property, and very ikely the other two yet above them, at Cuyahoga Falls. If this an all be secured the average cost of development per horse-power ould be very much reduced.

You are very well acquainted with the physical conditions of the roperty and the engineering problems to be met with. The reasons hy all should be developed at one time are plainly apparent to you. As time is one of my assets in the development of such property s I now have the right to acquire and such other pieces that I may equire, I would request an answer from you as soon as possible.

Very truly yours,

WILLIS BACON.

14 Mr. Mather: We offer Defendant's exhibits B-1, B-2, and B-3 in evidence.

Objected to.

The Court: Offered for what purpose?

Mr. Mather: For the same purpose.

The Court: For the same purpose, to show knowledge, they may e admitted. Plaintiff excepts.

True copies of said defendant's exhibits B-1, B-2, and B-3 are ereto next annexed and made a part hereof at pages 458 to 461 ereof inclusive.

515 DEFENDANT'S EXHIBIT B-1.

CLEVELAND, O., Feb., 1, 1907.

The Northern Ohio Traction and Light Co., Akron, Ohio.

GENTLEMEN: Pursuant to arrangements made with Mr. Will Christy, I make you the proposition to take a lease of all of your "Gorge" property, from the Rivet Co.'s property to your lower boundary line, for a term of 99 years, with the privilege of renewal for additional term of 99 years. The lease to be framed so as to cover all of the water power rights of said Gorge property with grant of possession of sufficient land and property rights to allow of complete development of the water power of the Cuyahoga River at this point. The said grant to include the Old "Chuckery Canal" and the right to quarry sufficient stone and other material from the premises for said power development.

I will pay at the rate of Six Thousand dollars ($6,000.00) per year, and the taxes assessed or to be assessed upon the said property of which we acquire possession. The rental to be paid quarterly in advance.

The lease to be executed immediately, or as soon as possible after acceptance of this proposition, and to be placed in the hands of the Cashier of any Bank that you may select in the City of Akron, in escrow, for my acceptance and completion of the contract.

That I, or my assigns, are to have possession as soon as the first installment of rent is paid after the first day of April, 1907.

Develop this property within a year and 3 months from granting of this option barring strikes and unavoidable accidents.

(Dam not to be on property) and upon failure upon my part to pay as liquidated damage $5,000. Operations limited to the South side of the river.

That I or my assigns have the option to accept the lease and contract herein provided for, or to refuse to accept the same at any and all times within three months from the date of the acceptance

516 of this proposition by you.

That you are to pay all the taxes assessed for the present year against said property.

That the undersigned, or his assigns, if this proposition is accepted, is to organize a company to develop the said water power and said company is to be obligated in its grant of this property and by contract as follows:

(DEFENDANT'S EXHIBIT B-2).

N. O. T. & L. Co. #2.

That said Company is to be organized upon the basis of:

(*a*) Bonds in amount to pay for organization and complete development of the power or plants to utilize as much of the power as an be economically developed from the Cuyahoga River at or near his point; and for storage reservoirs.

(*b*) Capital stock in amount not to exceed the ratio of one and ne half to one of the amount of bonds, *i. e.* if the bond issue for the urposes above stated should be Two Hundred Thousand Dollars, he stock issue allowable would be Three Hundred Thousand Dolars.

(*c*) The stock to be issued with the provision that at any time ithin the ten years specified hereinafter that you are obligated to purchase the current of this plant, you shall have the privilege 17 and right to purchase or retire the entire issue of stock of the Company to be organized, by paying to the holders hereof par value therefor.

That the above provisions are to be incorporated in the terms of he lease and be obligations voiding the grant if the same are unfulilled upon my or my successors' part.

That you (The N. O. T. & L. Co.) shall pay for the entire product f electric current generated at this plant, contemplated to be built pon the property in this lease to be granted, seven-tenths of one ent per K. W. hour, for a period of ten years from the date of ranting possession of such property.

That you are to have the option at the same rate to purchase all lectrical power generated at any and all auxiliary water power lants at Cuyahoga Falls or vicinity built by the undersigned, his uccessors or assigns; except such power to be used for manufacuring purposes as is incorporated within the grants of the propties of the Walsh Paper Mill Co. and the Acme Wire Co. dam, ow in my possession, which grants recite an obligation to furnish ower back for such mnufacturing purposes as may be conducted upon these particular properties.

518 DEFENDANT'S EXHIBIT B-3.

N. O. T. & L. Co. #3.

That the lease or contracts between us are to have incorporated therein provisions sufficient to amply secure you against competition of this plant or plants in the lighting business in the City of Akron or anywhere else where you now hold lighting or power furnishing franchises.

Respectfully submitted,

WILLIS BACON.

Tiffin, O.

Rent to begin upon day the option contract is fully signed and executed by parties hereto and the same to be drawn by attorneys for the N. O. T. & L. Co. and submitted within 10 days from this the 1st day of April, 1907, and to be signed and executed upon the part of the Grantee within 10 days after signing same by the N. O. T. & L. Co.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

519 Defendant Rests.

Thereupon the court recessed for fifteen minutes, and having reconvened the trial of said cause proceeded further as follows:

Mr. Mather: We ask leave of the Court to reopen our case on one matter, as to the consideration for these deeds, which was omitted.

The Court: You wish to reopen your case?

Mr. Mather: Just to offer these two matters, yes.

The Court: Go ahead.

N. O. MATHER, testified further as follows:

Direct examination.

(By Mr. Nesbit):

Q. I'll ask you whether you know whether there was any consideration passing between The Northern Realty Company and The Northern Ohio Power Company at the time of the conveyances of The Northern Ohio Realty Company to The Northern Ohio Power Company?

Objected to—objection overruled—plaintiff excepts.

A. There was none whatever.

Q. What is the fact in that respect as between—as to the conveyances between The Northern Ohio Power Company and The Northern Ohio Traction and Light Company?

520 Objected to—objection overruled—plaintiff excepts.

A. There was no consideration whatever except as a matter of bookkeeping and that explains the testimony of Mr. Lahr of the charging of certain amounts against The Northern Ohio Power Company. I directed Mr. Lahr as to entering——

Objected to—objection overruled—plaintiff excepts.

——charges made by The Northern Ohio Traction and Light Company against The Power Company, they were made under my direction. I directed the auditor as long as the record title stood in The Northern Ohio Power Company to charge an open account in favor of The Traction Company against The Northern Ohio Power Company.

Q. For what?

A. For all expenditures on the gorge property. When the property was conveyed by The Northern Ohio Power Company to The Northern Ohio Traction & Light Company those items were charged off. There never was any money passing between the two companies at any time.

Q. At the time of the convevance of the property of The Northern Ohio Power Company to The Northern Ohio Traction & Light Company what is the fact as to whether the consent of The Public Utilities Commission was secured for that?

Objected to.

The Court: It doesn't make any difference whether it was or not. I'll sustain the objection.

Defendant excepts.

Mr. Nesbit: We expect the witness would answer, if permitted, that an order was made by The Public Utilities Commission granting permission for said transfer.

521 Cross-examination.

(By Mr. Frank):

Q. You are familiar I take it with the fact that The Northern Ohio Traction and Light Company has had plans to construct a power plant in Noble County where its coal mines are located?

A. No, sir, they never had any plans. They went down there one time in that locality, I don't know but several times on account of making a deal for coal mines in Tuscarawas County. At the time we got them they thought it might be advantageous to build a power plant near the coal supply but the fact of a lack of water was an absolute bar to a power plant in that locality.

Q. The matter of a power house down near their coal mines was being considered as late as the year 1910 was it not?

A. I think not. That trip to the coal mines related to the direction of shipment of coal for the operation of the——

Q. How do you know that?

A. Well, you are asking me and that is my understanding.

Q. How do you know?
A. Positive knowledge?
Q. Yes.
A. I have no personal knowledge of it.
Q. Have you any other kind?
A. Except by hearsay and by interviews and consultations w
the officers of the company.
Q. What officers of the company have you interviewed w
522 reference to that particular voucher?
A. That voucher. None with reference to that vouc
Q. You are giving us absolutely your surmises?
A. You asked for my judgment and I can only give it to y
Q. You are giving me your opinion.
A. I am willing to give my opinion.
Q. You are willing to put in as testimony facts you knew noth
about?
A. I thought you wanted what I did know about it.
Q. You understood the question?
A. Yes, sir.
Q. You have been practising law a good many years?
A. Quite a few years.
Q. You know how to get in testimony when you want to e
though it isn't quite competent?
A. I haven't wanted any testimony I couldn't get on it.

Mr. Mather: We now offer Defendant's exhibit Y, the charte
The Northern Realty Company, for the purpose of showing t
corporation acts as trustee for another only. (See page 434.)

Defendant rests.
Plaintiff rests.

523 Mr. Mather: The Defendant moves the court that the pl
tiff's petition in this proceeding be dismissed for the rea
that there is no evidence proving that there was any attempt
failure to agree with the owner of the property before beginn
the proceeding for the appropriation of the property described
the petition and that the plaintiff has no right to appropriate
property described in the petition.
The Court: That raises the whole issue. This motion will
ruled on after the briefs in the case have been submitted. I'll
serve a ruling on the motion until after the briefs in the case h
been submitted and the court has had an opportunity to study
same.
524 And the above and foregoing, together with the exhi
hereto attached, is all the evidence given or offered to
given during the trial of said cause.
And thereupon counsel for plaintiff and counsel for defend
submitted to the court their briefs, and the court, upon consid
tion of the evidence and the briefs of counsel, on the first day
May, A. D. 1914, decided upon the issue as submitted in said ca
in favor of the defendant, to which decision of the court, the pl

tiff then and there duly excepted, all of which more fully appears of record in said cause.

And thereafter, and within forty days from the decision of the court, to wit, the 11th day of May, A. D. 1914, the plaintiff presented and filed in court, this, its bill of exceptions in said cause, and prayed the court that the same be settled, allowed, signed and made a part of the record in said cause, but not spread at large upon the journal as is provided by law, which is accordingly done this 21 day of May, A. D. 1914.

W. J. AHERN, JR., *Judge.*

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

525 *Notice to Take Depositions, with Instructions, Caption and Certificate.*

STATE OF OHIO,
Summit County, ss:

Case No. 16979.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
vs.
THE NORTHERN REALTY COMPANY and THE NORTHERN OHIO TRACTION AND LIGHT COMPANY, Defendants.

Pending in the Court of Common Pleas.

The above named defendants will take notice, that on the 13th day of March A. D. 1914, the plaintiff above named will take the depositions of W. R. Kimball and sundry witnesses, to be used as evidence on behalf of Plaintiff in the trial of above case, at Room 1907 of the Hanover Building at 21 Cedar Street in the city of New York in the State of New York, between the hours of eight o'clock A. M., and six o'clock P. M., of said day, and that the taking of the same will be adjourned from day to day, between the same hours, until they are completed.

Service of the above notice is acknowledged.

Done this 10th day of March 1914.

ROWLEY, MATHER & EAGLESON,
Attorneys for Defendants.
FRANK REAM,
Attorney for Plaintiff.

Instructions for Taking Depositions to be Admitted as Evidence in the Courts of the State of Ohio.

(Begin with the Caption on Next Page.)

Depositions may be taken by stating facts in reply to questions first written down, or in a narrative form.

When the attendance of a witness, before an officer authorized to take Depositions, is required, the subpœna shall be issued by such Officer.—Section 5248.

The subpœna shall be served either by reading or by copy, delivered to the Witness or left at his usual place of residence, but such copy need not contain the name of any other witness.—Section 5249.

Disobedience of a subpœna, a refusal to be sworn, except in case of a refusal to pay fees on demand, a refusal to answer as a Witness, or to subscribe a deposition when lawfully ordered, may be punished as a Contempt of Court or Officer by whom attendance or testimony of the Witness is required.—Section 5251 and 5252.

In regard to "Attachment against Witness," and the "Proceedings for Contempt of Court by Witness, and Punishment," see Sections 5253, 5264 and 5256.

A Witness cannot be compelled to go out of his County, where he resides, to testify.—Section 5250.

Depositions may be taken, In this State, before the Judge or the Clerk of the Supreme Court, a Judge or the Clerk of the Court of Common Pleas, a Probate Judge, a Justice of the Peace, Notary Public, Mayor or Chief Magistrate of a Municipal Corporation, Master Commissioner, or any person empowered by a Special Commission.—Section 5269.

Depositions may be taken, Out of this State, before a Judge, Justice or Chancellor of any Court of Record, a Justice of the Peace, Notary Public, Mayor or Chief Magistrate of any Municipal Corporation, or Commissioner appointed by the Governor of this State to take Depositions, or any person authorized by a Special Commission from this State.—Section 5270.

Depositions taken by an officer lawfully authorized to take the same, having a seal of office, whether a resident of this State or elsewhere, shall be admitted as evidence upon the certificate and signature of such officer under his official seal; and no other or further act of authentication shall be required.—Section 5279.

If the officer before whom the same is taken has no official seal, the Depositions if Not taken in this State, shall be certified and signed by such officer, and shall be further authenticated by the Certificate and Seal of the Secretary or other Officer of State, who is the Custodian of the Great Seal of the State; or the Certificate and Official Seal of the Clerk or Prothonotary of any Court of the State where taken, attesting that such officer was, at the time of taking the same, authorized to take said Depositions.—Section 5279.

But, if Depositions are taken within this State, by an officer having

no seal, or if taken within or without this State under Special Commission, it shall be sufficiently authenticated by the official signature of the Officer or Commissioner taking the same.—Section 5279.

The Officer before whom Depositions are taken must not be a Relative or Attorney of either party, or otherwise interested in the event of the action or proceeding.—Section 5271.

The Depositions shall be written in the presence of the Officer before whom they are taken, either by the Officer, the Witness, or some other disinterested person, and Subscribed by the Witness.—Section 5275.

If there are adjournments, they should be noted by the Magistrate or other Officer, from day to day at the close of the day.—Section 5273.

Objections to questions or answers claimed to be illegal, or to witnesses claimed to be incompetent to testify, should be entered by making a short note of such objection.

Each Witness must sign his own Deposition.—Section 5252 and 5275.

The notice must be attached to the Depositions and enclosed with them.

When Depositions are taken under an agreement, the above instructions will be followed, except where they are modified by the agreement. In such cases the agreement must be followed. It should be attached to the Depositions and referred to in the Caption, as the Notice is when taken under a Notice.

The Depositions must be commenced on the day named in the notice, and some portion of a Deposition taken on each successive day, Sundays excepted, adjournments being from Saturday to Monday: Sundays and National Holidays not being regarded.

If taken by interrogatories and cross-interrogatories, under agreement or otherwise, every interrogatory or cross-interrogatory must be put to each witness, and answered so far as he can answer it, and the answer written down.

The Deposition must show that each interrogatory and cross-interrogatory was thus put and answered.

The fees for taking the Depositions should be taxed, and a memorandum made by whom they were paid.—Section 5283.

The whole Must be sealed up by the Magistrate or Officer taking the Depositions, the title of the action of proceeding endorsed on the outside, with the name of the Officer taking the same, and "Depositions on behalf" [the party taking the same], and addressed to the Clerk of the Courts, or to such Justice, Mayor or other Judicial Officer, Arbitrator, Referee, or Master, where the action or proceeding is pending.—Section 5276.

Let the Magistrate or other officer taking the same also endorse: "These Depositions sealed up, addressed and transmitted by me," and sign his name to such endorsement.

For Certificate of the Officer, and Cost Bill, etc., follow the printed form on the third page.

26 Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

527 STATE OF OHIO,
Summit County, ss:

The Court of Common Pleas.

Filed Feb. 4, 1915. Supreme Court of Ohio. Frank E. McKean, Clerk.

NEW YORK CITY, March 13, 1914.

THE CUYAHOGA RIVER POWER COMPANY, Plaintiff,
against
THE NORTHERN REALTY COMPANY et al., Defendants.

Appearances:

John C. Frank, for the plaintiff.
N. O. Mather, for the defendants.

Depositions taken before me, Jessie MacLardy, a notary public within and for the County of Queens, Certificate filed in New York County, and State of New York, pursuant to the annexed notice at the time and place therein specified, to be read in evidence on behalf of the plaintiff in an action pending in the Court of Common Pleas in and for Summit County in the State of Ohio, in which The Cuyahoga River Power Company is plaintiff and The Northern Realty Company and The Northern Ohio Traction and Light Company are defendants.

It is agreed that the defendants object to each and every question on the ground of incompetency and irrelevancy, and such objection need not be repeated after each and very question.

It is agreed between the parties that the witness shall sign the stenographer's notes of their testimony and that the notary and stenographer may sign their names to the transcribed testimony.

DANIEL R. BACON, being duly sworn, testified as follows:

By Mr. Frank:

Q. You may state your name and your age.
528 A. Daniel R. Bacon; 31.
Q. And your residence is where?
A. Ridgewood, New Jersey.
Q. And what is your business or occupation?
A. Consulting engineer.
Q. And where is your place of business?
A. 30 Church Street, New York.
Q. Are you connected with any firm in the engineering business?
A. Yes, Bacon & Trubenbach.
Q. How long have you carried on your profession?
A. Since 1904.
Q. What if any experience have you had in your profession in the development or construction of water power and water power plants?
A. I was assistant electrical engineer for Sanderson & Porter, and

lid considerable work for them in the development of consolidated ighting companies and hydro electric plants at Montpelier, Vermont, he McCall's Ferry project at McCall's Ferry on the Susquehanna River, the Stanislaus Hydro electric development on the Stanislaus River in California.

Q. Any others?

A. I have made reports recently on the Neversink River power development and the Shohola Falls development.

Q. The Montpelier development which you have spoken of, how extensive a proposition was that?

A. That was about 2000 kilowatt development.

Q. The Susquehanna project was how much of a project?

A. About 200,000 horse power.

Q. And the other proposition you mention, the Stanislaus?

A. That was 25,000 horse power.

Q. Are you acquainted with Mr. William R. Kimball of the Cuyahoga River Power Company?

A. I am.

Q. And have you done any work at any time for the Cuyahoga River Power Company?

A. Yes.

Q. In connection with the development of the water power on the Cuyahoga River?

A. Yes.

Q. When did you do the work that you speak of?

A. During 1912—I think it was 1911 and 1912.

Q. Have you been over any part of the ground that is involved in the project of the Cuyahoga River Power Company?

A. Yes.

Q. And what part of it have you been over?

A. I made a personal inspection of that part of the river in the neighborhood of the new power plant of the Northern Ohio Company up to the old dam on the Falls River property.

Q. And just in what connection or for what purpose was your examination?

A. With a view to determining whether a temporary plant could be constructed on the site of the Old Falls River Company's dam.

Q. Do you know the property of the Northern Realty Company from the bridge across the Cuyahoga River upwards toward the village of Cuyahoga Falls,—are you familiar with that property in general way?

A. Yes.

Q. Have you been on that property?

A. Part of it.

Q. Aside from a personal examination of the premises, have you made any other examination or study of the project of the Cuyahoga River Power Company?

A. Yes.

Q. And by what means?

A. By means of the topographical maps of the section.

Q. In speaking of the topographical maps of the section, what maps do you have reference to?

A. The United States government geological survey topographical sheets.

530 Q. Those topographical sheets, what do you know as to their accuracy?

A. They are considered accurate for all preliminary work, within ten per cent.

Q. Have you assembled any of the topographical publications of the geological survey with a view of getting the project of the Cuyahoga River Power Company?

A. Yes.

Q. Have you such a map as that, such an assembled map?

A. Yes.

Q. Will you kindly produce it for us?

Maps offered marked Plaintiff's Exhibit No. 1 and Plaintiff's Exhibit No. 2.

Q. I now direct your attention to the map marked Plaintiff's Exhibit No. 1 and identified by the signature of Jessie MacLardy, notary public, under date of March 13, 1914, and ask you whether this is the map you have reference to in your last answer?

A. Yes.

Q. State whether or not this series of maps covers the region involved within the project of the Cuyahoga River Power plant as you have stated?

A. Yes.

Q. Are you willing to have that map attached to your deposition and made a part of it?

A. Yes.

This is accordingly done.

Q. I now direct your attention to the map marked Plaintiff's Exhibit No 2, identified further by the signature of Jessie MacLardy, notary public, under date of March 13, 1914, and ask you whether you have examined this map?

A. Yes.

Q. Are you able to state what if any relation there is between this map and the previous map marked Exhibit No. 1?

A. This map appears to be a tracing covering only the essential features of the development of the Cuyahoga River Power Company project.

531 Q. Have you examined this map sufficiently so that you are able to state whether or not it is a tracing, whether it is on the same scale?

A. It is on the same scale.

Q. And have you examined it sufficiently so that you know it is a tracing of a portion of the topographical maps?

A. Yes.

Q. Are you willing to have this map attached to your deposition nd made a part of it?
A. Yes.

This was accordingly done.

Q. The map Exhibit No. 2—state whether or not that shows any natters which are not shown on the topographical maps, and in eneral what does it show in that respect?
A. It shows the location of the dams and pipe lines and canals nd more in detail the reservoir sites than shown on the topo- raphical map.
Q. Mr. Bacon, I think you said you are familiar in a general ay with the project of the Cuyahoga River Power Company?
A. Yes.
Q. That project comprises what features and development, state general terms.
A. Comprises a dam across the Cuyahoga River at Hiram, form- ng the Hiram reservoir, the using of the natural river bed of the uyahoga River to a point called the Gaylord Dam and from that oint the water is diverted through canals and channels into Mud reek and Brandywine Basin and from there through pipe lines nd flumes to the power plant located at the mouth of the Brandy- ine Creek near Vaughan.
Q. Are you able to tell either exactly or approximately the amount of fall at Vaughan that would be derived from such a de- 32 velopment.
—. Approximately 350 foot net head.
Q. The dams and reservoirs and other construction which ou have related, are you able to state where they are situated with ference to the property of the Northern Realty Company which ou examined as to being above or below the property of the North- n Realty Company.
A. Above the property.
Q. As an engineer are you able to state whether or not a develop- ent of the water power of the Cuyahoga River may or may not be ade that does not involve the construction of the dam at some oint?
A. No.
Q. In the course of your work and study for the Cuyahoga River ower Company have you made any estimates of cost of construc- n or any estimates of any sort?
A. Yes.
Q. What sort of estimates did you make?
A. I made estimates of the cost of construction and estimates of obable revenues.
Q. Have you also made estimates of the electrical energy or power at will result from the development of the Cuyahoga River Power mpany?
A. Yes.
Q. In order to make the development of the water power of the yahoga River, state whether or not any diversion of the water of

the river is necessary at some point above the river above the property of the Northern Realty Company?

A. To make a maximum development it is necessary.

Q. That is the fact as to whether such diversion is necessary to make the development proposed by the Cuyahoga River Power Company?

A. Yes.

Q. What is the fact as to whether there is any site for a
533 dam for the development of the water power of the Cuyahoga River below the property of the Northern Realty Company?

A. No site that I know of.

Q. If a diversion of the water of the Cuyahoga River is made above the property of the Northern Realty Company, what, if any, interference results by such diversion to the property of the Northern Realty Company?

A. There would be no water except such water as comes in below the Gaylord Bridge dam.

Q. Or flood waters?

A. Yes.

Q. From your examination and investigation and study of the Cuyahoga River Company what do you say as an engineer as to whether or not from an engineering, financial and other standpoints, the project is a practical and feasible one?

A. It is.

Q. Do you know of any unusual engineering difficulties that the project involves?

A. No.

Q. If you are able to do so, state how much electric power would be produced annually by the development of the river as proposed by the Cuyahoga River Power Company?

A. Between fifty and fifty-five million kilowatt hours annually, as I remember it.

Q. What does that mean in kilowatt hours per day?

A. You will have to divide by 365.

Q. What part does the Hiram Reservoir play in the project of the Cuyahoga River Power Company?

A. It is necessary in order to maintain a regular flow of the river at 300 cubic feet per second.

Q. That means 300 cubic feet of water per second?

A. Yes.

Q. For what period of time?

A. The reservoir is of such an extent that it will conserve
534 sufficient water to maintain that flow with two consecutive dry years.

Q. If you are able to state, tell us how much the Cuyahoga River fluctuates between the dry stages or the low stages and the high stages of the river?

A. I am not able to state off-hand.

Q. What if any data are you familiar with that shows that information.

A. The tabulated data contained in the report of H. Van Schon

is made up from the readings of the United States Govern-
Observation Stations.

By Mr. Mather:

Mr. Bacon are you familiar with the property that is described
petition in this case?
How familiar?
That is, do you know, could you identify the property on the
oga River and the adjacent land that is described in the peti-
f the Cuyahoga River Power Company in this proceeding?
Part of it.
How recently have you seen it?
Not since 1912.
Do you know anything of the present development of the
t that point made by the Northern Ohio Traction & Light
ny?
No.
You do know as a matter of fact that the land described in
tition in this case describes the entire bed of the river and a
of the banks on either side from a point below where the
t dam is located to a point in Cuyahoga Falls village; do you
nything of a dam being located there at present?
A. I know there is a dam built.
Q. You do not know the location?
A. No.
f a dam were built within the limits of the land described in
tition in this case and backed the water to the village of
oga Falls or to a point within the limits of the village of
oga Falls, and that dam was 60 feet high and a hydro elec-
ant had been built a distance of 2,700 feet below it having
city of about 3,000 horse power, and a steam plant had been
within the limits of the land described in the petition with
city of 30,000 horse power or more, both using the water
ned in the reservoir made by that dam, would you say that
velopment proposed by the Cuyahoga River Power Company
be destructive of that use?
Yes.
You say that if the plan which you have mapped out and to
you have testified were carried out that there would be no
flowing in the natural channel of the Cuyahoga River over
operty described in this petition, except the seepage and what
flow over and below what is known as Gaylord's Dam?
Yes.
Do you know what proportion that would be of the present
the river?
No.
What would you estimate it to be of the present flow?
A very small percentage.
Part of one per cent?
Except what would come over the Gaylord Dam at flood times.
If the river were developed to its maximum capacity, there

would not be any flood times, it would be contained in the reservoi would it not?

A. There would be some flood times when the reservoirs are fu and run off due to what is commonly called a cloud burst. Cana would carry the water off.

Q. Such a condition as that then would not mean a ma

536 imum development of the river?

A. Yes.

Q. If it were developed to its maximum capacity it would mea that there would be reservoirs of such a capacity as would contai all the water?

A. I do not know of any hydro electric plant that would n lose some water.

Q. Isn't that what a maximum development would mean?

A. Such a development is practically impossible.

Q. Most times when the flood waters would overflow what yo call a maximum development would be rare occurring may be i certain periods of the year when there were high floods?

A. Yes.

Q. And if there was a dry year there would be no such ove flow?

A. Yes, at times.

Q. What percentage of the natural flow of the river would yo estimate that to be?

A. I have never estimated.

Q. You don't know as a matter of fact, do you, Mr. Bacon, tha the land described in the petition in this case includes the bed of th Cuyahoga River and the banks thereof upon which is already buil the dam, hydro electric power plant and the steam power plant o the Northern Ohio Traction & Light Company?

A. The dam is built on the property, yes.

Q. You never saw the power plant?

A. I saw the foundation of the steam plant.

Q. And was that upon the land described in the petition?

A. I am not positive. I never made a survey to determine tha fact.

537 Q. It was very close to the water's edge of the river wa it not?

A. Yes.

Q. You have not seen either the power plant or the hydro elec tric plant since they were completed.

A. No.

Q. And you know nothing about their capacity?

A. Only from hearsay.

DANIEL R. BACON.

ALGER A. CONGER, being duly sworn, testified as follows:

By Mr. Frank:

Q. You may state your name and your age?

A. Alger A. Conger; 38½.

Q. Where do you reside?
A. Shelbourne Falls, Mass.
Q. And what is your line of business?
A. In the engineering line.
Q. How long have you been engaged in that business?
A. Principally for ten or eleven years—eleven years.
Q. And are you engaged with any firm?
A. Yes.
Q. What firm?
A. The Power Construction Company.
Q. Which is located at what place?
A. Shelbourne Falls, Mass.

Q. What has been your general experience in the construction of water power plants and development of water power during the time that you have been engaged in that iness?

A. Chronologically more or less?
Q. Yes.
A. For some years I was principally engaged in engineering, n engineering and designing on numerous plants,—the Comerio ver development at Porto Rico, the West Buxton Power develop- nt in Maine, the Le Crosse Water Power Company's developments Wisconsin, the Central Georgia Power Company in Georgia, the nnecticut River Power Company in Vermont and the Deerfield er Power Company developments in Massachusetts; and the ineering of a good many others which have or have not been eloped.
Q. These developments that you have spoken of were they for same firm that you are now with?
A. Some with the same firm.
Q. Were you ever connected with the firm of J. G. White & npany?
A. I was for some four or five years.
Q. And what is that firm in its general character?
A. It is an engineering and constructing firm, interests capital, lds and engineers projects.
Q. Is it engaged in engineering in the water power business on mall or large scale?
A. On a large scale, I should say.
Q. One of the largest concerns in the world, is it not?
A. It is one of the largest that I am familiar with at least.
Q. I will ask you generally now as a result of your experience the water power business whether you have secured such knowledge and are familiar with the business and understand the various matters and details that are connected with the development of a water power project?
A. I am familiar with most of them.
Q. Have you at any time done any work for the Cuyahoga River ver Company?
A. I spent a week or something like that in going over the proj-

ect—several days at least in going over the ground and studying t proposition.

Q. Were you on the ground that is involved?

A. I was on the ground.

Q. Who if anybody was with you in your work on that matt

A. I think Mr. Kimball introduced me to a man by the name Willis Bacon.

Q. What part of the territory did you actually go over, as nea as you can recall.

A. Nearly everything involved and some other places not volved.

Q. Did you become familiar with the various elements and pha of the project?

A. Nearly all I should say, all I considered of sufficient imp tance outside of marketing and the details of properties I will s I went over properties that were involved as a general thing, did not go into details.

Q. I understand you did not go into details in the matter possible or probable marketing of the output?

A. No.

Q. Did you examine the site of the reservoir at Hiram or Cuyahoga County?

A. I did.

Q. And became familiar with the general characteristics and co struction of the proposed reservoir?

A. Yes.

Q. Starting with Hiram Reservoir state in general what t
540 project of the Cuyahoga River Power Company as studi by you involved?

A. My recollection is a little hazy inasmuch as I have not go over it in a long time until last night. The principal features should say consist in a storage dam located at Hiram which wou form the Hiram Reservoir with suitable controlling works for fe ing the water down the river channel to a point, Cuyahoga Fal where it was proposed to construct a dam and divert the strea through a channel to be excavated into Silver Lake and throu another divide into another small lake nearby and through t high land into what is called the Mud Creek Valley or Basin. this valley there was to be another dam which would permit a co siderable storage and form a channel to carry the water for so distance farther north to additional channels which would ca it into the Brandywine Basin, which would be also made into pond or reservoir by a dam suitably located some distance alo the valley—I could identify the spot I guess—at which there wou be a diverting works to feed a canal which would carry the fl down the general valley of the Brandywine to a point on the hi about opposite, north of the Brandywine, from which point t water would be carried to a power house located near the mouth the Brandywine.

Q. At the power house how much fall, if you know, was deriv from this development?

A. I have no definite recollection on that point. I simply have
en the reports. I do know that I verified at that time within rea-
nable limits the amount of fall mentioned in the reports.
Q. Did you also go over the territory, over that part of the Cuya-
oga River which lies below the village of Cuyahoga Falls?
A. All or nearly all.
41 Q. Did you examine or become familiar with the course and channel of the Cuyahoga River, say from Cuyahoga Falls outherly to what was known as the Big Falls of the Cuyahoga?
A. I do not recall the name in particular, but I examined all of he principal falls, at least inspected all of the principal falls below uyahoga Falls.
Q. If the development of the Cuyahoga River Power Company ere made as proposed and outlined by you, what, if any, effect would have upon the power and water in the river below the village of uyahoga Falls or below Gaylord Dam?
A. Below the Gaylord Dam, immediately below, there would be ractically no water, excepting small amounts in very short times.
Q. And that stretch of the river which would have no water would e between what points?
A. Between the Gaylord Dam and the point where the next tribu-ary below of consequence enters. I do not recall the relative posi-ion of that point.
Q. Do you refer to the Little Cuyahoga River?
A. I believe so.
Q. If the property of the Northern Realty Company and the Northern Ohio Traction & Light Company be below the Gaylord Dam and above that tributary which we will call the Little Cuyahoga River, would then the property of the Northern Realty Company and the Northern Ohio Traction & Light Company receive any substan-ial amount of water excepting what comes at flood times as you have stated?
A. It would not, assuming ordinary operation.
Q. From your examination of the Cuyahoga River as you have outlined it, state whether or not in your opinion any large develop-ment of the water power of that river can be made without taking that part of the river which lies below the Gaylord Dam and
42 above the next tributary of the Cuyahoga River?
A. That brings in the matter of the position of that tribu-ary, the point where that enters with respect to the fall of the river, which I do not at the moment recall.
Q. Calling now your attention to Plaintiff's Exhibit No. 2, and on he assumption that the Gaylord Dam is located on the Cuyahoga t the point marked Gaylord Dam A, and that the property of the efendants in this case lies between the Gaylord Dam as there shown nd the point where the Little Cuyahoga River as shown on this map mpties into the Big Cuyahoga River, state whether or not the con-truction of the project of the Cuyahoga River Company would be r would not be destructive of the water fall and water rights and iparian rights of the defendant?
A. It would.

Q. Would it or would it not necessitate the taking of that property?

A. It would.

Q. What is the general character of the country through which the Cuyahoga River flows after it emerges from the high banks or gorge below Cuyahoga Falls?

A. The portions which I recall consisted of a rather wide valley with quite a gradual slope of the stream.

Q. Do you know of any large substantial maximum development that may be made of the water power of the Cuyahoga River by means of the construction of dams located below the village of Cuyahoga Falls.

A. How near a maximum. Supposing one were to get a 300 foot head and create a practically maximum development, I suppose that would be near enough so that it would be in the class of a maximum development. I could not say positively that it would not be physically possible to develop somewhere near the amount
543 of head proposed by means of a dam located somewhat farther down stream, the difference in head being fixed by the height of the dam. The location of the cities and towns, as I recall, would be prohibitive.

Q. That would involve flooding the property of the Northern Ohio Traction & Light Company?

A. Any such development would involve utilizing or flooding the properties referred to; it would not be what I call a maximum if it did not include that 300 feet of head.

Q. Did you make any estimates of cost of construction of the project of the Cuyahoga River Power Company?

A. I did.

Q. And did you also make any estimates as to the amount of electical power or energy that would result from the development?

A. I did.

Q. From your examination of the project of the Cuyahoga River Power Company and the water shed and position of the Cuyahoga River, state whether or not in your opinion the project of the Cuyahoga River Power Company is feasible and practical from an engineering standpoint and from a financial standpoint?

A. From an engineering standpoint the project I consider feasible. I do not recall the figures. I have not seen the figures on the financial end.

Q. Do you know of any unusual engineering difficulties that would be involved in the project?

A. No.

Q. State whether or not the project is a logical and proper development of the water power of the Cuyahoga River in your opinion?

A. I believe so. It seems to utilize the natural features to good advantage. I could not say positively that they could not be utilized as well in another way along modified lines.

544 Q. That is, some modifications might be possible so far as your recollection goes?